Addendum to the Federal Stafford Loan Master Promissory Note
Federal Family Education Loan Program

The Higher Education Reconciliation Act of 2005, the College Cost Reduction and Access Act of 2007, the Ensuring Continued Access to Student Loans Act of 2008, the Higher Education Opportunity Act of 2008, and regulations issued by the U.S. Department of Education (the Department) on November 1, 2007 and October 23, 2008 changed some of the terms of Federal Stafford Loans made under the Federal Family Education Loan Program (FFELP). As a result, certain terms of the loan(s) you receive under the accompanying Federal Stafford Loan Master Promissory Note (MPN) differ from the terms in the MPN and Borrower's Rights and Responsibilities Statement.

This Addendum describes the changes made to the loan terms by the laws and regulations listed above. Your loan is subject to these changes. The changes set forth in this Addendum are incorporated into and made a part of the accompanying MPN that you sign and the Borrower's Rights and Responsibilities Statement.

- **MPN: Borrower Certifications and Authorizations.** By signing your MPN, you are certifying, under penalty of perjury, that if you have been convicted of, or have pled nolo contendere or guilty to, a crime involving fraud in obtaining federal student assistance under Title IV of the Higher Education Act of 1965, as amended, you have completed the repayment of such funds to the Department, or to the loan holder in the case of a Title IV federal student loan.

- **MPN: Borrower Certifications and Authorizations, Item 14E.** The first part of this item is revised to read as follows: “I request and authorize my lender to: (i) during the in-school and grace periods of any loans made under this Master Promissory Note, defer and align the repayment of principal on all of my FFELP loans, except for Federal PLUS Loans and Federal Consolidation Loans, that are in repayment status; and (ii)…”

- **MPN: Governing Law and Notices.** This item is revised to include the following statement: “Information about my loan(s) will be submitted to the National Student Loan Data System (NSLDS). Information in NSLDS is accessible to schools, lenders, and guarantors for specific purposes as authorized by the Department.”

- **Borrower's Rights and Responsibilities Statement: Item 4, Maximum Program Loan Amounts.** Effective for loans first disbursed on or after July 1, 2008, the annual and aggregate loan limits are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Subsidized</th>
<th>Subsidized and Unsubsidized</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Dependent Undergraduates</strong></td>
<td>Annual</td>
<td>Total Annual</td>
</tr>
<tr>
<td>First Year</td>
<td>$3,500</td>
<td>$6,500</td>
</tr>
<tr>
<td>Second Year</td>
<td>$4,500</td>
<td>$6,500</td>
</tr>
<tr>
<td>Third Year and Beyond</td>
<td>$5,500</td>
<td>$7,500</td>
</tr>
<tr>
<td><strong>Independent Undergraduates</strong></td>
<td>$3,500</td>
<td>$9,500</td>
</tr>
<tr>
<td>First Year</td>
<td>$4,500</td>
<td>$10,500</td>
</tr>
<tr>
<td>Second Year</td>
<td>$5,500</td>
<td>$12,500</td>
</tr>
<tr>
<td><strong>Graduate and Professional Students</strong></td>
<td>$8,500</td>
<td>$20,500</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$23,000</td>
<td>$31,000</td>
</tr>
</tbody>
</table>

1 except students whose parents are unable to borrow under the PLUS program
2 and dependents whose parents are unable to borrow under the PLUS program

- **Borrower's Rights and Responsibilities Statement: Item 7, Loan Fees.** This item is revised to read as follows: “I may be charged an origination fee and/or a federal default fee for each loan made under this MPN. Neither fee may exceed the rate as specified in the Act. If I am charged these fees, they will be deducted proportionately from each disbursement.” **NOTE:** Any reference to a guarantee fee in the MPN is deemed to be a reference to the federal default fee.

- **Borrower's Rights and Responsibilities Statement: Item 8, Disbursement of Loan Money.** Loan money for students enrolled in foreign schools generally must be sent to the school and disbursed in multiple installments.

- **Borrower's Rights and Responsibilities Statement: Item 12, Repayment.** Effective July 1, 2008, an income-Based Repayment Plan is available to eligible borrowers. Under this plan, the required monthly payment amount will be based on a borrower's income during any period when the borrower has a partial financial hardship. The maximum repayment period under this plan may exceed 10 years. Eligible borrowers who meet certain requirements over a 25-year period may qualify for cancellation of any outstanding balance on their loans.

- **Borrower's Rights and Responsibilities Statement: Item 13, Interest Rates.** Effective for loans first disbursed on or after July 1, 2006, a Federal Stafford Loan has a fixed interest rate. However, different fixed interest rates may apply to separate loans made under the MPN depending on whether the loan is subsidized or unsubsidized, when the loan is first disbursed, and whether you are an undergraduate or graduate student. In addition, the following sentences are added: “If I qualify under the Servicemembers Civil Relief Act, the interest rate on my loans obtained prior to military service may be limited to 6% during my military service. To receive this benefit, I must contact my loan holder for information about the documentation I must provide to show that I qualify.”

- **Borrower's Rights and Responsibilities Statement: Item 14, Payment of Interest.** The first sentence in this item is revised to read as follows: “My lender will, during the in-school, grace, and deferment periods and during any period in which I am on active-duty military service, postpone and align principal payments on my outstanding FFELP loans, except for Federal PLUS Loans and Federal Consolidation Loans.”

- **Borrower's Rights and Responsibilities Statement: Item 15, Loan Cancellation.** The first bullet in the second paragraph is revised to read as follows: “If my school receives the money by EFT or master check and has obtained my written confirmation of the types and amounts of federal student loans that I want to receive before crediting the loan funds to my account, I may cancel all or a part of that loan by informing the school within 14 days after the date the school notifies me of my right to cancel the loan, or by the first day of the school’s payment period, whichever is later. (My school can tell me the first day of the payment period.) If my school has not obtained my written confirmation of the loans I want to receive, I may cancel all or a part of the loan by informing the school within 30 days of the date the school notifies me of my right to cancel the loan. If I cancel all or a portion of a loan as described in this paragraph, my school will return the cancelled amount to my lender, and the loan fees will be eliminated or reduced in proportion to the amount returned.”

- **Borrower's Rights and Responsibilities Statement: Item 16, Sale or Transfer of Loans.** The second sentence is revised to read as follows: “If ownership of a loan is transferred and the entity to which I must make payments changes, I will be notified of that entity’s name, address and telephone number, the effective date of the sale or transfer, and the date when I must begin sending payments to that entity.”

- **Borrower's Rights and Responsibilities Statement: Item 17, Loan Discharge.** A loan is eligible for discharge if it is determined that the borrower's eligibility for the loan was falsely certified as a result of a crime of identity theft. In addition, the second, third, and fourth sentences of the first paragraph are replaced by the following text: “My loan(s) may also be discharged if I become totally and permanently disabled as defined by the Act and meet certain other requirements.”

- **Borrower's Rights and Responsibilities Statement: Item 20, Special Repayment Arrangements.** A married couple may no longer borrow a Federal Consolidation Loan as joint borrowers. A borrower may consolidate his or her FFELP loans into the William D. Ford Federal Direct Loan (Direct Loan) Program to take advantage of the public service loan forgiveness program. This program provides for the cancellation of the remaining balance due on eligible Direct Loan Program loans after the borrower has made 120 payments (after October 1, 2007) on those Direct Loans under certain repayment plans while the borrower is employed in certain public service jobs. A borrower may also consolidate his or her FFELP loans first disbursed on or after October 1, 2008 (including Federal Consolidation Loans that repay FFELP or Direct Loan Program loans first disbursed on or after October 1, 2008) into the Direct Loan Program to take advantage of the no accrual of interest benefit for active duty service members. No interest will be charged on the portion of a Direct Consolidation Loan that repaid FFELP or Direct Loan Program loans first disbursed on or after October 1, 2008 during periods of qualifying active duty military service (for up to 60 months). The Act may provide for certain loan forgiveness or repayment benefits on a borrower's FFELP loans in addition to the benefits described in this MPN. If other forgiveness or repayment options become available, a borrower’s loan holder will provide information about these benefits.

- **Borrower's Rights and Responsibilities Statement: Item 21, Deferments.** A deferment is available for a period during which a borrower is serving on active duty during a war or other military operation or national emergency, or performing qualifying National Guard duty during a war or other military operation or national emergency, and if a borrower is serving on or after October 1, 2007, for an additional 180-day period following the demobilization date for the qualifying service. A borrower who is a member of the National Guard or other reserve component of the U.S. Armed Forces (current or retired) and who is called or ordered to active duty while enrolled at least half time at an eligible school, or within 6 months after having been enrolled at least half time, is eligible for a deferment during the 13 months following the conclusion of the active duty service, or until the date the borrower returns to enrolled student status on at least a half-time basis, whichever is earlier.

To be used with OMB No. 1845-0006
Exp. Date 2-29-2008
Federal Stafford Loan Plain Language Disclosure

This Disclosure summarizes information concerning your loan. Please refer to your Federal Stafford Loan Master Promissory Note (MPN), Borrower’s Rights and Responsibilities Statement, and loan-specific disclosure for the complete terms and conditions of your loan. Except as specifically stated in this Disclosure, those documents govern the terms and conditions of your loan.

Please read this Disclosure carefully, print the document if it has been delivered in an electronic form, and maintain a hard copy in a safe place. If you have questions about your loan, contact your lender.

1. General - You are receiving a Federal Stafford Loan to help cover the cost of your education. You must repay this loan. You are responsible for repaying this loan even if you are dissatisfied with your education, do not complete it, or cannot find work in your area of study. Borrow only the amount you need.

By accepting your loan proceeds, you are certifying, under penalty of perjury, that if you have been convicted of, or plead nolo contendere or guilty to, a crime involving fraud in obtaining federal student assistance under Title IV of the Higher Education Act of 1965, as amended (the Act), you have completed the repayment of such funds to the U.S. Department of Education (the Department) or to the loan holder in the case of a Title IV federal student loan.

Information about your loan(s) will be submitted to the National Student Loan Data System (NSLDS). Information in NSLDS is accessible to schools, lenders, and guarantors for specific purposes as authorized by the Department.

2. Loan Cancellation - Before your lender sends your loan money to your school, you may cancel or reduce the amount of your loan by writing to your school or lender. After your loan money is sent to your school, you may cancel all or part of your loan by notifying your school within certain time frames. If your school has obtained your written confirmation of the types and amounts of loans you want to receive before crediting the loan funds to your account, you may cancel all or part of a loan by informing the school within 14 days after the date the school notifies you of your right to cancel the loan, or by the first day of the school’s payment period, whichever is later. If your school has not obtained your written confirmation of the loans you want to receive, you may cancel all or part of the loan by informing the school within 30 days of the date the school notifies you of your right to cancel the loan.

3. Federal Stafford Loan MPN - If you continue to attend a participating school located in the United States, you may receive multiple loans under the same MPN for up to 10 years. You may write to your loan officer to stop loans being made under your MPN. You will need to sign a new MPN if you want to change your loan amount or loan program, or if you transfer between a Federal Family Education Loan Program (FFELP) school and a William D. Ford Federal Direct Loan (Direct Loan) program school.

4. Loan Amount - There are annual and total limits on the amounts you may borrow, as explained in the Borrower’s Rights and Responsibilities Statement you previously received. The total amount you can borrow cannot be more than these limits. Your school determines the amount you are eligible to borrow using federal guidelines. Effective for Federal Stafford Loans first disbursed on or after July 1, 2008, the annual and aggregate loan limits are as follows:

<table>
<thead>
<tr>
<th>Loan Type</th>
<th>Subsidized</th>
<th>Unsubsidized</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year</td>
<td>$5,500</td>
<td>$5,500</td>
</tr>
<tr>
<td>Second Year</td>
<td>$6,500</td>
<td>$6,500</td>
</tr>
<tr>
<td>Third Year and Beyond</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
</tbody>
</table>

5. Use of Loan Money - You may only use your loan money to pay educational expenses (e.g., tuition, room, board, books) at the school that certified your loan eligibility. If you accept this loan, your eligibility for other student assistance may be affected.

6. Origination Fee and Federal Default Fee - Federal law requires an origination fee and a federal default fee for each loan made under this MPN. (Before July 1, 2008, the federal default fee was called a guarantee fee or insurance premium.) The law specifies the maximum amount of each fee and authorizes both fees to be deducted from your loan amount.

7. Change of Status or Address - You must tell your school and/or lender if you stop attending school, no longer attend school on at least a half-time basis, or transfer to another school. You must also tell your lender any time you change your address, telephone number, e-mail address, name (e.g., maiden name to married name) or employer, or if the address or telephone number of your employer changes.

8. Repayment - You must repay the full loan amount, and all interest on your loan, generally within 10 years. You will receive a 6-month grace period that starts the day after you leave school or drop below half-time enrollment status at your school. You do not have to make payments during your grace period, but you must make payments after your grace period according to the repayment schedule provided by your lender. Your lender will give you the choice of a Standard Repayment Plan, a Graduated Repayment Plan, an Income-Sensitive Repayment Plan or, if you are eligible, an Extended Repayment Plan. Your lender will also provide you with an annual Notice of Repayment Plan which is designed to help you make payments. The plan is designed to help you make payments. Your lender must tell you about the grace period before you leave school or drop below half-time enrollment status at your school.

9. Interest - Loans with a first disbursement on or after July 1, 2006, have a fixed interest rate that is specified in the Higher Education Act. However, different fixed interest rates may apply to loans made under different programs. For subsidized loans, the loan is first disbursed, and whether you are an undergraduate or graduate student. Loans made prior to July 1, 2006 have a variable interest rate that may change each year on July 1 and that will never be more than 8.25%. Some variable interest rate loans have an interest rate that is lower during in-school, grace, and deferment periods than the rate charged on the unpaid principal amount. Interest charges begin on the date the loan is disbursed and end when the loan is paid in full. For subsidized loans, the federal government pays your interest charges while you are enrolled at least half-time. If you are enrolled less than half-time, or drop below half-time enrollment status at your school, and you will have a deferment on your loan. You must pay all other interest charges on your subsidized loan. For unsubsidized loans, you must pay all interest charges on your loan. If you agree to a deferment, your loan amount is, as provided by law, if you do not make payments of interest. Since the federal government does not make any interest payments for you on unsubsidized loans, you will repay more interest on unsubsidized loans.

10. Late Charges and Collection Costs - Your lender may collect a late charge from you if you do not make any part of a payment within 15 days after it is due. Your lender may only collect one late charge for each payment, no matter how many days the payment is late. Your lender may also collect from you certain limited charges and fees involved in collecting your loan in accordance with the Department’s regulations.

11. Loan Consolidation - If you are no longer enrolled in school as at least a half-time student and you are in the grace period of or the repayment period on your loan, you may be eligible to consolidate all of your eligible federal education loans into one loan. Consolidating your loans may make it easier to pay your loans over a longer period. However, you may not consolidate loans that have not been outstanding for at least 12 months. If you consolidate all or a portion of your loans, your interest rate will be based on the weighted average of your interest rates.

12. Deferments - You do not have to make payments in certain circumstances. For example, you will not have to make payments while you are attending school at least half-time for up to 3 years if you are unemployed. A deferment is also available while you are serving on active duty during a war or national emergency, or performing service in the United States Armed Forces, or performing service during a war or other military operation or national emergency and if you are serving on or after October 1, 2001, for an additional 180-day period following the demobilization date for your qualifying service.

13. Forbearance - If you cannot make scheduled payments and do not qualify for a deferment, your lender may allow you to temporarily make smaller payments or temporarily stop making payments. This is called a forbearance. Interest will be charged on your loan during forbearance. The lender must grant you a forbearance in certain cases, as described in your Borrower’s Rights and Responsibilities Statement.

14. Loan Discharge - Your loan will be discharged (forgiven) when (i) acceptable documentation of your death is given to your lender, (ii) you cannot complete a course of study because your school closes, (iii) your school falsely certifies your loan eligibility, (iv) a loan in your name was falsely certified as a result of a crime of identity theft, or (v) you become totally and permanently disabled and meet certain other requirements. Your loan may also be discharged up to the amount of any refund that your school should have made, but did not send to your lender. Your loan will not automatically be discharged in bankruptcy.

15. Consumer Reporting Agency Notification - Information about your loan will be reported to national consumer reporting agencies. Information will include the disbursement date, amount, and repayment status of your loan (for example, whether you are current or behind schedule in making payments).

16. Default and Acceleration - If you default on your loan, that fact will be reported to all national consumer reporting agencies. All unpaid amounts and collection fees on your loan will become immediately due and payable. You may be sued, your wages may be garnished, your assets may be sold, and your loan(s) may be placed with a collection agency. Your lender may collect certain charges and fees involved in collecting your loan in accordance with the Department’s regulations.

17. Sale or Transfer of Your Loan - Your lender may sell or assign your loan without your consent and without telling or assigning any of your other loans. The sale or transfer of your loan may affect your rights and responsibilities with respect to the loan. If ownership of a loan is transferred and the entity to which you must make payments changes, you will be notified of that entity’s name, address, and telephone number, the effective date of the sale or transfer, and the date when you must begin sending payments to that entity.

18. Department of Defense Repayment Program - Under certain circumstances, military personnel may have their loan(s) repaid by the Secretary of Defense. You should address any questions you have about the Department of Defense Repayment Program to the Department’s office at the following address:

19. Loan Forgiveness for Public Service Employees Program - You may consolidate your FFELP loans into the Direct Loan Program to take advantage of the public service loan forgiveness program. This program provides for the discharge of all or a portion of your FFELP or Direct Loan Program loans after you have made 120 payments on those Direct Loan programs during periods of qualifying public service jobs.

20. No Accrual of Interest for Active Duty Service Members - You may consolidate your FFELP loans into the Direct Loan Program on or after October 1, 2008 during periods of qualifying active duty service. After your return to the United States from a period of active duty service on or after October 1, 2008, you will not be charged interest on any of your student loans.

21. Other Loan Forgiveness and Repayment Benefits - The Act may provide for certain loan forgiveness or repayment benefits in addition to those provided for in the Consolidation Loan Program or the Federal Family Education Loan Program. If other forgiveness or repayment options become available, your loan holder will provide information about these benefits.

Revised 03-27-2009
Federal Family Education Loan Program (FFELP)

Federal Stafford Loan
Master Promissory Note (MPN)

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW LOAN ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: Your name, address, date of birth, and other information collected in this form will be used to verify your identity. You may also be asked to provide your driver’s license or other identifying documents.

Borrower Information

1. Last Name
2. First Name
3. Social Security Number
4. Area Code/Telephone Number
5. Date of Birth (mm-dd-yyyy)
6. Driver’s License State and Number
7. E-mail Address
8. City
9. State
10. Zip Code
11. Permanent Address (See instructions.)
12. City
13. State
14. Zip Code

References: You must provide two separate adult references with different U.S. addresses who have known you for at least three years. The first reference should be a parent (if living) or legal guardian. Both references must be completed in full.

15. Name
16. Relationship to Borrower
17. Address
18. E-mail Address
19. Area Code/Telephone Number
20. Date of Birth
21. City
22. State
23. Zip Code
24. Date of Birth
25. City
26. State
27. Zip Code

Borrower Certifications and Authorizations

1. I certify that I will not place electronic funds transfer (EFT) access on hold or permit any restriction on the use of any EFT access.
2. I authorize my school to pay to the lender any refund that may be due up to the full loan amount.
3. I authorize the release of information pertinent to my loan(s): (i) by the school(s), the lender, and the guarantor(s), or their agents to the references on the applicable loan(s) and to members of my immediate family unless I submit written directions otherwise; and (ii) by and among my school(s), lender(s), guarantor(s), the Department, and their agents.
4. I authorize the school to certify my eligibility for loans under this MPN.
5. I authorize my school to transfer loan proceeds received by electronic funds transfer (EFT) or master check to my student account at the school.
6. I authorize my school to pay to the lender any refund that may be due up to the full loan amount.
7. I request and authorize my lender to: (i) in the in-school and grace periods of any loans made under this MPN, defer and align the repayment of principal on all of my Federal Stafford Loans held by the lender that are in repayment status; and (ii) add the unpaid interest that accrues on any Federal Stafford Loan to the principal balance of the loan (capitalization) during forbearance periods and, for unsubsidized loans, during in-school, grace, and deferment periods as provided under the Act. Capitalization will increase the principal balance on my loan(s) and the total amount of interest I must pay.
8. I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan request(s) or my loan(s), including information from the Free Application for Federal Student Aid, to the school, to the lender, and to state agencies and nonprofit organizations that administer financial aid programs under the FFELP. I understand that information reported on this MPN may be shared with the Department, and that the Department has the authority to verify that information with other federal agencies.
9. I authorize the school to receive and use information about me that is under its control, including information from the Free Application for Federal Student Aid, to the school, to the lender, and to state agencies and nonprofit organizations that administer financial aid programs under the FFELP. I understand that information reported on this MPN may be shared with the Department, and that the Department has the authority to verify that information with other federal agencies.
10. I authorize the school to pay to the lender any refund that may be due up to the full loan amount.
11. I request and authorize my lender to: (i) in the in-school and grace periods of any loans made under this MPN, defer and align the repayment of principal on all of my Federal Stafford Loans held by the lender that are in repayment status; and (ii) add the unpaid interest that accrues on any Federal Stafford Loan to the principal balance of the loan (capitalization) during forbearance periods and, for unsubsidized loans, during in-school, grace, and deferment periods as provided under the Act. Capitalization will increase the principal balance on my loan(s) and the total amount of interest I must pay.
12. I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan request(s) or my loan(s), including information from the Free Application for Federal Student Aid, to the school, to the lender, and to state agencies and nonprofit organizations that administer financial aid programs under the FFELP. I understand that information reported on this MPN may be shared with the Department, and that the Department has the authority to verify that information with other federal agencies.

Promise to Pay

15. I promise to pay to the order of the lender all loan amounts disbursed (hereafter “loan” or “loans”) under the terms of this MPN, plus interest and other charges and fees that may become due as provided in this MPN. I understand that, if I qualify, more than one loan may be made to me under this MPN. I understand that by accepting any disbursements issued at any time under this MPN, I agree to repay the loan(s). I understand that, within certain time frames, I may cancel or reduce the amount of any loan by refusing to accept or by returning all or a portion of any disbursement that is issued. Unless I make interest payments, interest that accrues on my unsubsidized loan(s) during in-school, grace, deferment, forbearance, and other periods may be added as provided under the Act to the principal balance of such loan(s). If I do not make any payment on any loan made under this MPN when it is due, I will also pay reasonable collection costs including, but not limited to, attorney fees, court costs, and other fees. I will not sign this MPN before reading the entire MPN, even if I am told not to read it, or told that I am not required to read it. I am entitled to a copy of this MPN and the Borrower’s Rights and Responsibilities Statement. My signature certifies I have read, understand, and agree to the terms and conditions of this MPN, including the Borrower Certifications and Authorizations printed above, the Notice about Subsequent Loans Made under This MPN, and the Borrower’s Rights and Responsibilities Statement.

16. Borrower Signature
Federal Stafford Loan Master Promissory Note (MPN) (continued)

Governing Law

The terms of this MPN will be interpreted in accordance with the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), the U.S. Department of Education's (the Department's) regulations, as they may be amended in accordance with their effective date, and other applicable federal statutes and regulations (collectively referred to as the “Act”), and the guarantor’s policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this MPN.

Disclosure of Terms

This MPN applies to both subsidized and unsubsidized Federal Stafford Loans. Loans disbursed under this MPN are subject to the loan limits specified in the Act. Under this MPN, 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 as provided below).

My lender will determine whether to make any loan under this MPN after my eligibility is determined by the school. At or before the time of the first disbursement for each loan, a disclosure statement will be provided to me identifying the amount of the loan and additional terms of the loan. Important additional information is also disclosed in the Borrower’s Rights and Responsibilities Statement accompanying this MPN. The Borrower’s Rights and Responsibilities Statement and any disclosure statement I receive in connection with a loan under this MPN are hereby incorporated into this MPN. If the information in this MPN conflicts with information in the disclosure, the specific terms and information in the disclosure apply to my loan.

I may request additional loan funds for my educational costs, up to the annual and aggregate loan limits as specified in the Act. The school will determine my eligibility and notify my lender. I will be notified of any increase or other change in the amount of my loan(s).

I agree that the lender may sell or assign this MPN and/or my loan(s) and acknowledge that any loan may be assigned independently of any other loan to which this MPN applies. I agree that each loan is separate and enforceable based on a true and exact copy of this MPN. I understand that my lender may use a servicer to handle billing and other communications related to my loan.

Loan Cancellation

I may pay back all or a part of a disbursement within time frames set by the Act and explained in the Borrower’s Rights and Responsibilities Statement or other disclosure I receive at or before disbursement. In such case, any origination fee and federal default fee will be reduced or eliminated in proportion to the amount of the disbursement returned. I will not incur interest charges if I return the full loan amount as provided in the Act.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) is that specified in the Act. Interest rate information is presented in the MPN. The rate(s) of interest for my loan(s) is that specified in the Act. Unless my lender notifies me in writing of a lower rate(s), the Act specifies the maximum amount of each fee and authorizes both fees to be deducted from my loan amount. The fee(s) I am charged, as identified in the disclosure statement, will be deducted proportionately from each disbursement of my loan(s). I understand the origination and federal default fees may be refundable only to the extent permitted by the Act.

Late Charges and Collection Costs

The lender may collect from me: (i) a late charge for each late installment payment if I do not make any part of a required installment payment within 15 days after the date it becomes due, and (ii) any other charges and fees that are specifically permitted by the Act for the collection of my loan(s). If I default on any loan(s), I will pay reasonable collection fees and costs, plus court costs and attorney fees.

Repayment

I must repay the full amount of the loan(s) made under this MPN and accrued interest. Federal Stafford Loans have a repayment grace period, which will be disclosed in my disclosure statement. I will repay the principal of each loan in periodic installments during a repayment period that begins on the day immediately following the end of the 6-month grace period.

I understand that the school’s certification of my loan eligibility determines whether my loans are subsidized and/or unsubsidized loans.

I will have a choice of repayment plans as provided in the Act. My repayment period for each loan generally lasts at least 5 years but may not exceed 10 years (except under an extended or income-based repayment plan). The maximum period for repaying a loan does not include periods of deferment or forbearance.

The lender will provide me with a repayment schedule that identifies my payment amounts and due dates. Except as otherwise provided in the Act, the minimum annual payment required on all my FFELP loans is $600 or the amount of interest due and payable, whichever is larger. Payments submitted by me or on my behalf (exclusive of refunds) may be applied first to charges and collection costs that are due, then to accrued interest that has not been capitalized, and finally to the principal amount, except during periods of repayment under an income-based repayment plan, when payments will be applied first to interest due, then to fees due, and then to the principal amount.

If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan(s). Allowing me to temporarily delay or reduce loan payments is called forbearance. The lender may allow payment due dates on my loans or grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loan(s) at any time without penalty. If I do not specify which loan(s) I am prepaying, the lender will determine how to apply the prepayment in accordance with the Act. Upon payment in full of each loan under this MPN, I agree to accept written notification of such loan payoff in place of receiving the original MPN.

Acceleration and Default

At the option of the lender, the entire unpaid balance of a loan made under this MPN will become immediately due and payable if any one of the following events occurs regarding that loan: (i) I do not enroll as at least a half-time student at the school that certified my loan eligibility, (ii) I do not use the proceeds of the loan solely for my educational costs, (iii) I use the proceeds of the loan for non-educational purposes, or (iv) I default on the loan.

The following events will constitute a default on a loan: (i) I do not pay the entire unpaid balance of the applicable loan after the lender has exercised its option under items (i), (ii), (iii) or (iv) in the preceding paragraph; (ii) I do not make installment payments when due, provided my failure has persisted for at least 270 days for payments due monthly or 330 days for payments due less frequently than monthly; or (iii) I do not comply with other terms of the loan, and the lender or guarantor reasonably concludes I no longer intend to honor my repayment obligation. If I default, the guarantor may purchase my loan(s) and capitalize all outstanding interest into a new principal balance. The new principal balance and collection fees will become immediately due and payable.

If I default, the default will be reported to all national consumer reporting agencies and will significantly and adversely affect my credit history. I understand that a default will have additional adverse consequences to me as disclosed in the Borrower’s Rights and Responsibilities Statement accompanying this MPN may be subject to income-based or income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Legal Notices

Any lender holding a loan made under this MPN is subject to all claims and defenses that I could assert against the school with respect to that loan if (i) the loan was made by the school or a school-affiliated organization, (ii) the lender who made the loan provided an improper inducement (as defined by the Act) to the school or to any other party in connection with the making of the loan, (iii) the school refers loan applicants to the lender, or (iv) the school is affiliated with the lender by common control, contract, or business arrangement. My recovery under this provision will not exceed the amount I paid on the loan.

Information about my loan(s) will be submitted to the National Student Loan Data System (NSLDS). Information in NSLDS is accessible to schools, lenders, and guarantors for specific purposes as authorized by the Department.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce the applicable loan(s) in the county in which the guarantor’s office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the suit, the guarantor will either have the court transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if sent by first class mail to the latest address the lender has for me or by electronic means to an address that I have provided. I will immediately notify the lender of any change of address or status as specified in the Borrower’s Rights and Responsibilities Statement. Failure by the lender to enforce or insist on compliance with any term of this MPN will not be a waiver of any right of the lender. No provision of this MPN may be modified or waived except in writing. If any provision of this MPN is determined to be unenforceable, the remaining provisions remain in force.

Notice about Subsequent Loans Made under This MPN

This MPN authorizes the lender to disburse multiple loans to pay my educational costs during the multi-year term of this MPN. Such loans will be made only upon my request and upon the school’s certification of my loan eligibility. Subsequent loans may be made for the same or subsequent periods of enrollment at schools designated by the Secretary of the U.S. Department of Education.

I understand that no subsequent loan(s) will be made under this MPN after the earliest of the following dates: (i) the date my lender receives my written notice that no further loans may be disbursed under this MPN; (ii) one year after the date of my signature on this MPN if no disbursement is made during such twelve-month period; or (iii) ten years after either the date of my signature on this MPN, or the date the lender receives this MPN.

Any change to the Act applies to loans in accordance with the effective date of the change.
This is an MPN under which you may receive multiple subsidized and unsubsidized Federal Stafford Loans over a maximum 10-year period. Except for interest the federal government pays on your behalf on subsidized Federal Stafford Loans while you are in school, during your grace and deferment periods, and for a limited period during income-based repayment, you are responsible for paying the principal amount of your loan(s) and all interest that accrues from the date of disbursement until the loan(s) is paid in full.

You must provide all information requested on this form, including your SSN, to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing of your loan(s), to investigate possible fraud and to collect and report on your loan(s) if your loan(s) becomes delinquent, and to provide it, enter N/A.

Item 5: Enter the date of your birth. Be careful not to enter the current year.

Item 6: Enter the two-letter abbreviation for the state that issued your driver’s license followed by the driver’s license number. If you do not have a driver’s license, enter N/A.

Item 7: Enter your preferred e-mail address for receiving communications. You are not required to provide this information. If you do, the lender or holder of your loan(s) may use your e-mail address to communicate with you. If you do not have an e-mail address or do not wish to provide it, enter N/A.

Item 8: Enter the name and address of the lender from which you wish to borrow. If you do not have a lender, contact the school’s financial aid office, a bank or other financial institution, or the guarantor or program listed on this form for information on lenders willing to make Federal Stafford Loans.

Item 9: Enter the lender code, if known. Otherwise, leave this item blank.

Item 10: Enter reference information for two adults with different addresses who have known you for at least three years. The first reference should be a parent (if living), legal guardian, or an adult relative. References with addresses outside the U.S. are not acceptable. If a reference does not have a telephone number or e-mail address, or does not wish to provide an e-mail address, enter N/A. If you provide an e-mail address for a reference, the lender or holder of your loan(s) may use it to communicate with the reference. All items must be completed or your loan will be delayed.

Item 11: Each time you request Federal Stafford Loan funds, the school will notify you of the amount of funds you are eligible to borrow. You may decline a loan or request a lower amount by contacting your lender or the school. You should apply only for what you will need to pay your educational costs each year. Additional information is included under “Loan Cancellation” in the Borrower’s Rights and Responsibilities Statement.

Item 12: Check this box only if you want to make interest payments while in school.

Items 13 and 14: Read these items carefully.

Item 15: Read the entire MPN carefully. Then complete Items 16 and 17.

Item 16: Sign your legal name, including your first name, middle initial, and last name.

Item 17: Enter the date you are signing this MPN.
Borrower’s Rights and Responsibilities Statement

Important Notice: The Borrower’s Rights and Responsibilities Statement provides additional information about the terms and conditions of loans you receive under the Federal Stafford Loan Master Promissory Note (MPN). Please keep a copy of this statement because it applies to present and subsequent loans received under the MPN. You may contact your lender at any time for another copy of this statement.

The following types of loans are currently available under the Federal Family Education Loan Program (FFELP):
- Subsidized Federal Stafford Loan,
- Unsubsidized Federal Stafford Loan,
- Federal PLUS Loan,
- Federal Consolidation Loan.

The FFELP is authorized by Title IV, Part B of the Higher Education Act of 1965, as amended.

I must complete a Free Application for Federal Student Aid (FAFSA) before I receive a subsidized or unsubsidized Federal Stafford Loan.

1. Governing Law – Loans disbursed under this MPN are subject to the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.) and applicable U.S. Department of Education regulations (collectively referred to as the “Act”). NOTE: Any change to the Act applies to loans in accordance with the effective date of the change.

2. Use of This MPN – I may receive more than one loan under this MPN over a period not to exceed 10 years. I may receive loans under this MPN from the original lender or from a lender who assumes the right to offer loans under this MPN, even if I change schools and even if the guarantor changes. I may request in writing that no further loans be disbursed under my MPN. If I wish to use a new lender, I must sign a new MPN. I must also sign a new MPN before receiving a new loan if requested to do so by my lender.

3. Subsidized and Unsubsidized Loans – There are two types of Federal Stafford Loans that I may be eligible for under this MPN: subsidized and unsubsidized. The subsidized Federal Stafford Loan is based on need. If I qualify, the government pays the lender the interest due on my subsidized loans while I am in school at least half time and during grace and deferment periods (“lender” refers to the original lender and its successors, including any subsequent holder of this MPN). I am otherwise responsible for interest that accrues on my unsubsidized loan. The unsubsidized Federal Stafford Loan is not based on need. I am responsible for all interest that accrues on my unsubsidized loans.

4. Loan Limits – The charts on this page show the maximum Stafford Loan amounts (subsidized and unsubsidized) that I may borrow under the FFELP and the William D. Ford Federal Direct Loan (Direct Loan) Program combined for a single academic year (annual loan limits) and the maximum amounts I may borrow in total for undergraduate and graduate study (aggregate loan limits). The annual and aggregate loan limits for independent undergraduates also apply to dependent undergraduates whose parents are unable to borrow under the PLUS program. If I am enrolled in certain health professions programs, I may qualify for higher annual and aggregate loan limits on unsubsidized Federal Stafford Loans.

The actual loan amount I receive for an academic year may be less than the annual loan limits shown in the Federal Stafford Loan Annual Limits chart and will be determined by my school, based on my academic level (freshman, sophomore, etc.), dependency status, and other factors, such as:
- The length of the program or the remaining portion of the program in which I am enrolled, if it is less than a full academic year;
- My cost of attendance;
- My expected family contribution;
- Other financial aid I receive;
- My remaining eligibility under the annual and aggregate loan limits; and
- Other provisions authorized by the Act.

If I am an undergraduate student, my school must determine my eligibility for a Federal Pell Grant before I receive a Federal Stafford Loan. My school must determine my eligibility for a subsidized Federal Stafford Loan before determining my eligibility for an unsubsidized Federal Stafford Loan. If I do not qualify for a subsidized Federal Stafford Loan, I may receive up to the maximum annual loan limit in an unsubsidized Federal Stafford Loan.

If I have received federal student loans from more than one lender or from other federal student loan programs, I am responsible for informing my school and my lender(s) of my other student loans. In some cases, I may not be eligible for loans for which I have applied.

### Federal Stafford Loan Annual Limits

<table>
<thead>
<tr>
<th>Dependent Undergraduates (except students whose parents are unable to borrow a PLUS loan)</th>
</tr>
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<tbody>
<tr>
<td>First Year Total (maximum $3,500 subsidized)</td>
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<tr>
<td>Second Year Total (maximum $4,500 subsidized)</td>
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<tr>
<td>Third Year and Beyond Total (each year) (maximum $5,500 subsidized)</td>
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</table>

<table>
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<tr>
<th>Independent Undergraduates (and dependent undergraduates whose parents are unable to borrow a PLUS loan)</th>
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<table>
<thead>
<tr>
<th>Graduate and Professional Students</th>
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</thead>
<tbody>
<tr>
<td>Total Amount (each year) (maximum $8,500 subsidized)</td>
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</table>

### Federal Stafford Loan Aggregate Limits

<table>
<thead>
<tr>
<th>Dependent Undergraduates (except students whose parents are unable to borrow a PLUS loan)</th>
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<tbody>
<tr>
<td>Total Amount Cumulative (maximum $23,000 subsidized)</td>
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</table>

<table>
<thead>
<tr>
<th>Independent Undergraduates (and dependent undergraduates whose parents are unable to borrow a PLUS loan)</th>
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<tr>
<td>Total Amount Cumulative (maximum $23,000 subsidized)</td>
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<table>
<thead>
<tr>
<th>Graduate and Professional Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Amount Cumulative (maximum $65,500 subsidized; includes Stafford Loans received for undergraduate study)</td>
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</tbody>
</table>

5. Use of Loan Money – I must use the loan money for authorized educational costs incurred for attendance at the school that certified my eligibility for the time period shown on my disclosure statement. Authorized costs include the following:
- Tuition,
- Room,
- Board,
- School fees,
- Books,
- Supplies,
- Equipment,
- Dependent child care,
- Transportation,
- Commuting costs,
- Rental or purchase of a personal computer,
- Origination fee and federal default fee, and/or
- Other documented, authorized costs.

6. Loan Fees – I may be charged an origination fee and/or a federal default fee for each loan made under this MPN. Neither fee may exceed the rate specified in the Act.

If I am charged these fees, they will be deducted proportionately from each disbursement.

7. Disbursement of Loan Money – My loan money will be disbursed to the school by electronic funds transfer (EFT), master check (one check covering multiple students), or individual check. If my loan money is disbursed by individual check, the check will be sent to the school and may be copayable to me and the school or payable to me.

Generally, my loan money will be disbursed in multiple installments based on the academic terms at my school. If my school does not have academic terms or does not have academic terms that meet certain requirements, my loan money will generally be disbursed in at least two installments, one at the beginning and one at the midpoint of my enrollment period for the applicable loan.

If my loan money exceeds the amount owed to the school, my school will forward the remainder of my loan money to me, unless I authorize the school to hold the remainder as a credit balance.

If I am enrolled in a study-abroad program through a school in the U.S. (home school), the loan money will be disbursed to my home school or, if I request, directly to me. I may provide the home school a written authorization designating an individual not affiliated with the home school as my power-of-attorney to negotiate any loan disbursements on my behalf.

If I am enrolled in a foreign school, my loan money will be disbursed to the foreign school or, if the foreign school requests, directly to me.

If this is my first Stafford Loan under either the FFELP or the Federal Direct Loan Program, I must receive entrance counseling before my school delivers the first disbursement of my subsidized or unsubsidized Federal Stafford Loan.
8. Change of Status – I must notify my school and/or lender or any subsequent holder of my loan(s) of certain changes.

I must notify my school’s financial aid office if any of the following occurs:
- I reduce my enrollment status to less than half time,
- I withdraw from school,
- I stop attending classes,
- I do not re-enroll for any term,
- I have a change in my expected graduation date, and/or
- I change my name, local address, permanent address, or e-mail address.

Shortly before my enrollment ends, I must participate in exit counseling with my school, during which I will update my loan records about my:
- Permanent address,
- E-mail address,
- Telephone number,
- Future employer, and
- References.

I must notify the lender of a particular loan if I do not enroll with respect to such loan:
- At least half time for the loan period certified, or
- At the school that certified my eligibility.

I must notify my lender or any subsequent holder of my loan(s) if any of the following occurs before my loan(s) is repaid:
- I change my address, telephone number, or e-mail address,
- I change my name (for example, maiden name to married name),
- I withdraw from school or begin attending less than half time,
- I transfer to another school,
- I change my employer or my employer’s address or telephone number changes, and/or
- I have any other change in status that would affect my loan (for example, the loss of eligibility for an unemployment deferment by obtaining a job).

9. Effect of Federal Loans on Other Student Aid – Receipt of a Federal Stafford Loan may affect my eligibility for other financial aid. Therefore, it may be beneficial to contact my school to discuss other types of student assistance that may be available.

10. Grace Period – I will receive a 6-month grace period before the first payment of my Federal Stafford Loan must be made. The grace period begins the day after I cease to be enrolled at least half time at an eligible school.

My grace period does not include any period of up to 3 years during which I am called or ordered to active duty for more than 30 days from a reserve component of the Armed Forces of the United States, including the period necessary for me to resume enrollment at the next available regular enrollment period.

11. Interest Rates – The interest rate on a Federal Stafford Loan (subsidized or unsubsidized) will be a fixed rate. Different fixed interest rates may apply to separate loans made under this MPN depending on whether the loan is subsidized or unsubsidized, when the loan is first disbursed, and whether I am an undergraduate or graduate student. The actual interest rate applicable to each of my loans will be disclosed to me. After reviewing the actual interest rate, I may cancel or reduce any loan obtained under this MPN in accordance with the “Loan Cancellation” section of this Borrower’s Rights and Responsibilities Statement.

If I qualify under the Servicemembers Civil Relief Act, the interest rate on my loans obtained prior to military service may be limited to 6% during my military service. To receive this benefit, I must contact my loan holder for information about the documentation I must provide to show that I qualify.

12. Payment of Interest – I am responsible for payment of all interest that accrues on the unpaid principal amount of my Federal Stafford Loan(s) from the date of disbursement until the loan(s) is paid in full, except for interest on my subsidized Federal Stafford Loan(s) the government pays on my behalf while I am in school at least half time, for up to 3 years during active-duty service in the Armed Forces as described in the “Grace Period” section of this Borrower’s Rights and Responsibilities Statement, during the grace period after I leave school, during any period of authorized deferment, or (effective July 1, 2009) for a limited period during income-based repayment if I choose that plan and am eligible for that plan.

My lender will, during the in-school, grace, and deferment periods and during any periods in which I am on active-duty military service, defer and align principal payments on my subsidized and unsubsidized Federal Stafford Loans.

Interest that accrues on all my subsidized FFELP loans during authorized forbearance periods, and on all my unsubsidized FFELP loans during periods when I am not making regularly scheduled payments (for example, during deferment) may, unless precluded by the Act, be capitalized (added to the principal of my loans) — unless I pay the interest as it accrues. If I inform my lender that I wish to pay interest as it accrues (for example, during an in-school deferment), but I do not submit the payments, my lender may capitalize that interest. Capitalized interest increases the principal balance of my loan(s) and the total amount of interest I must pay.

Interest will be capitalized on my loan(s) as provided under the Act. Generally, capitalization may occur no more frequently than quarterly. However, interest that accrues on my subsidized Federal Stafford Loan(s) during in-school, grace, or deferment periods may only be capitalized at the end of such periods. In addition, interest may not be capitalized if my lender grants an administrative forbearance for up to 60 days in order to collect and process documentation supporting my request for a deferment, forbearance, change in repayment plan, or consolidation. See the “Interest Capitalization” section of this Borrower’s Rights and Responsibilities Statement for further information on capitalization.

The charts entitled “Repaying Your Loans” at the end of the Borrower’s Rights and Responsibilities Statement allow me to estimate the cost of capitalization and the effect it will have on my monthly payments. If my loan amount is not shown on the charts, I understand I must add two or more amounts together to estimate more closely my monthly interest and my monthly payment.

I may be able to claim a federal income tax deduction for interest payments I make on my FFELP loans. For further information, I may refer to IRS Publication 970, available at http://www.irs.gov.

13. Interest Capitalization – Capitalization is a process whereby a lender adds unpaid interest to the principal balance of a loan.

If I do not pay the interest that is due on my Federal Stafford Loan(s) as described in the “Subsidized and Unsubsidized Loans” section of this Borrower’s Rights and Responsibilities Statement, my lender may capitalize that interest as provided under the Act.

The principal balance of my loan(s) will increase each time my lender capitalizes unpaid interest. As a result, I will pay more interest over the life of my loan(s) than if I paid the interest as it accrued, and my monthly payment amount may be higher or more monthly payments may be required.

I should contact my lender if I have any questions or need more information.

The chart below compares the monthly payments that result for subsidized or unsubsidized Federal Stafford Loans in forbearance status when the borrower pays accrued interest and when the interest is capitalized. This example uses a fixed interest rate of 6.8% and an outstanding loan balance of $15,000. The interest capitalized in this example is based on capitalization at the end of a 12-month forbearance period and is an estimate only. Actual interest capitalized for a period of forbearance will depend on the frequency of capitalization. The final payment may be more or less than the calculated monthly payment. In this example, I would pay $11 less per month and $389 less over the lifetime of my loans when I pay the interest as it is charged during a 12-month forbearance period.

<table>
<thead>
<tr>
<th>Loan principal</th>
<th>$15,000</th>
<th>$16,020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest for 12 months (at an interest rate of 6.8%)</td>
<td>$1,020 (paid as accrued)</td>
<td>$1,020 (unpaid and capitalized)</td>
</tr>
<tr>
<td>Principal to be repaid</td>
<td>$15,000</td>
<td>$16,020</td>
</tr>
<tr>
<td>Monthly payment amount (standard repayment plan)</td>
<td>$173</td>
<td>$184</td>
</tr>
<tr>
<td>Number of payments</td>
<td>120</td>
<td>120</td>
</tr>
<tr>
<td>Total amount repaid</td>
<td>$21,734</td>
<td>$22,123</td>
</tr>
</tbody>
</table>

14. Loan Cancellation – I understand that the terms of a full or partial loan cancellation depend on when I request the cancellation.

At any time before my loan money is disbursed, I may decline all or part of my loan money by notifying my lender or the school. No origination fee, federal default fee, or interest will be charged on the loan amount that I decline.

If my school receives the money by EFT or master check and has obtained my written confirmation of the types and amounts of federal student loans that I want to receive before crediting the loan funds to my account, I may cancel all or a part of that loan by informing the school within 14 days after the date the school notifies me of my right to cancel the loan, or by the first day of the school’s payment period, whichever is later. (My school can tell me the first day of the payment period.) If my school has not obtained
my written confirmation of the loans I want to receive, I may cancel all or a portion of the loan by informing the school within 30 days of the date the school notifies me of my right to cancel the loan. If I cancel all or a portion of a loan as described in this paragraph, my school will return the cancelled amount to my lender, and the loan fees will be eliminated or reduced in proportion to the amount returned.

- At any time within 120 days of disbursement, I may pay back all or a part of my loan. The loan fees will be reduced or eliminated in proportion to the amount returned.

15. Repayment – All loans made under this MPN must be repaid.

The repayment period for each loan made under this MPN begins the day after my 6-month grace period on that loan ends. My lender will notify me of the date my first payment is due.

I am obligated to make payments on my loan(s) even if I do not receive a billing statement or repayment notice. My minimum annual payment required on all my FFELP loans will not, unless the lender otherwise agrees, be less than $600, except during a portion of the repayment period as provided in a graduated or income-sensitive repayment plan, in an extended repayment plan with graduated payments, or in an income-based repayment plan. Notwithstanding the preceding sentence, my minimum annual scheduled payments will not be less than the amount of interest due and payable, except as provided under an income-based repayment plan.

My repayment period for each loan generally lasts at least 5 years but may not exceed 10 years from the day after the grace period ends (except under an extended or income-based repayment plan). The maximum period for repaying a loan does not include periods of deferment or forbearance.

I will be given the opportunity to choose one of the following repayment plans:

- **Standard Repayment Plan** – If I choose this plan, I will make fixed monthly payments and repay my loan(s) in full within 10 years from the date the loan(s) entered repayment. Payments must be at least $50 a month and will be more if necessary to repay the loan(s) within the required time period.

- **Graduated Repayment Plan** – If I choose this plan, I will usually make lower monthly payments at first, and my payments will increase over time. No single payment will be more than three times greater than any other payment. I will repay my loan(s) in full within 10 years from the date the loan(s) entered repayment.

- **Extended Repayment Plan** – If I choose this plan, I will make monthly payments based on fixed annual or graduated repayment amounts over a period not to exceed 25 years. If I make fixed payments, payments must be at least $50 a month and will be more if necessary to repay the loan(s) within the required time period. I am only eligible for this plan if (i) at the time I obtain a loan under this MPN I have no outstanding balance on a FFELP loan made before October 7, 1998, and (ii) I accumulate outstanding FFELP loans exceeding $30,000.

- **Income-Sensitive Repayment Plan** – If I choose this plan, my monthly payments will be adjusted annually, based on my expected total monthly gross income from all sources. I may call my lender at any time for more information about this repayment plan option.

- **Income-Based Repayment Plan** (effective July 1, 2009) – If I choose this plan, my required monthly payment amount will be based on my income during any period when I have a partial financial hardship. My monthly payment amount may be adjusted annually. The maximum repayment period under this plan may exceed 10 years. If I choose this plan and meet certain requirements over a 25-year period, I may qualify for cancellation of any outstanding balance on my loans. I may contact my lender at any time for more information about this repayment plan.

Under each plan, the number or amount of the payments may need to be adjusted to reflect capitalized interest and/or new loans made to me.

These repayment plans will be explained in more detail during my exit counseling session. If I do not choose an income-sensitive, income-based, graduated, or extended repayment plan within 45 days after notification of my repayment choices, or if I choose an income-sensitive repayment plan but do not provide the required documentation within the lender-specified time frame, my lender will require that I repay the loan(s) under a standard repayment plan. If I choose an income-based repayment plan but do not provide the required documentation within the time frame specified by the lender, I will be required to repay the loan(s) under a schedule provided by the lender in accordance with the Act. I may change the repayment plan on my loan(s) once a year, except I may end an income-based repayment plan at any time to repay under the standard repayment plan.

There will be no penalty for prepaying any portion of my loan(s).

Except as provided by the Act for payments made under the income-based repayment plan, all payments and prepayments may be applied in the following order: late charges, fees, and collection costs authorized by the Act first, outstanding accrued interest second, and outstanding principal last.

- **16. Sale or Transfer of Loan(s)** – The lender may sell or otherwise transfer one or all of my loans without my consent. If ownership of a loan is transferred and the entity to which I must make payments changes, I may owe a late charge. This charge may not exceed six cents for each dollar of each late installment.

18. Consequences of Default – Default is defined in detail in my MPN. If I default, the entire unpaid balance and collection fees on the applicable loan(s) will become immediately due and payable. Failure to repay any loan made under this MPN may result in any or all of the following:

- Loss of federal and state income tax refunds,
- Loss of other federal or state payments,
- Legal action against me,
- Collection charges (including attorney fees) assessed against me,
- Denial or loss of a professional license,
- An increase in my interest rate,
- Loss of eligibility for other student aid and assistance under most federal benefit programs,
- Loss of eligibility for loan deferments,
- Negative credit reports to consumer reporting agencies,
- Assignment of my loan to the Department, and/or
- My employer withholding part of my wages to give to my guarantor or the Department (administrative wage garnishment).

19. Consumer Reporting Agency Notification – Information concerning the amount, disbursement, and repayment status (current or delinquent) of my loan(s) will be reported by my lender to national consumer reporting agencies on a regular basis. My loan(s) will be identified as an education loan(s). If I default on any loan(s) made under this MPN, the default will also be reported by the guarantor to all national consumer reporting agencies. Before any guarantor reports such a default, it will give me at least 30 days notice that default information will be disclosed to the consumer reporting agencies unless I enter into a repayment arrangement within 30 days of the date on the notice. The guarantor will give me a chance to ask for a review of the debt(s) before the default is reported. My lender or guarantor, as applicable, must provide a timely response to a request from any consumer reporting agency regarding objections I might raise with that agency about the accuracy and completeness of information reported by the lender or guarantor.
and if I meet all other eligibility requirements under the Act. If I am in default on a FFELP loan or a Direct loan, I am not eligible for forgiveness on that loan(s) unless I have made satisfactory repayment arrangements.

21. Deferments – Under certain circumstances, I have a right to defer (postpone) repayment. The types of deferments that are available to me generally depend on when I first obtained a FFELP loan. Upon request, my lender will provide me with information about the eligibility requirements for each deferment. If I am in default on a loan, I am not eligible for a deferment on that loan.

Deferment of repayment for loans made under this MPN is available while I am:
- Enrolled at least half time at an eligible school,
- Engaged in a full-time course of study in a graduate fellowship program,
- Engaged in a full-time rehabilitation training program for individuals with disabilities (if the program is approved by the Department of Education),
- Conscientiously seeking, but unable to find, full-time employment (for up to three years),
- Experiencing an economic hardship as determined by federal law (for up to three years),
- Serving on active duty during a war or other military operation or national emergency or performing qualifying National Guard duty during a war or other military operation or national emergency and, if I was serving on or after October 1, 2007, for an additional 180-day period following the demobilization date for my qualifying service, or
- If I am a member of the National Guard or other reserve component of the U.S. Armed Forces (current or retired) and I am called or ordered to active duty while I am enrolled at least half time at an eligible school or within 6 months of having been enrolled at least half time, a deferment is available during the 13 months following the conclusion of my active duty service, or until I return to enrolled student status on at least a half-time basis, whichever is earlier.

For in-school deferments, my lender will process the deferment based on (i) my request along with documentation verifying my eligibility, or (ii) the lender’s receipt of a school certification of eligibility in connection with a new loan, or (iii) the lender’s receipt of student status information indicating that I am enrolled on at least a half-time basis. If my lender processes a deferment based on (ii) or (iii), I will be notified of the deferment and will have the option of canceling the deferment and continuing to make payments on my loans.

For all other deferments, I must provide my lender with a deferment request (or, for a deferment based on active duty or qualifying National Guard duty during a war or other military operation or national emergency, a representative may request the deferment on my behalf). I must also provide information and documentation that establishes my eligibility, except in certain circumstances when my lender may establish my eligibility by confirming that I have received a deferment on another FFELP loan or on a Direct Loan.

NOTE: If at the time I obtain a loan under this MPN I have an outstanding balance on a FFELP loan disbursed before July 1, 1993, information on deferment conditions that apply will be found in my earlier promissory note materials.

22. Forbearance – If I am unable to make any scheduled loan payment(s), the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan(s). Allowing me to temporarily delay or reduce loan payments is called a forbearance. Interest continues to accrue during a forbearance period.

The lender may grant me forbearance due to poor health or other acceptable reasons.

My lender is generally not required to grant a forbearance and may require me to provide my reasons for the request and other information.

The lender may grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled installment payments. My lender may grant me an administrative forbearance for up to 60 days in order to collect and process documentation supporting my request for a deferment, forbearance, change in repayment plan, consolidation, or discharge.

Circumstances that require my lender to grant me a forbearance, if I provide appropriate documentation, include:
- Serving in a medical or dental internship or residency program, if I meet certain criteria.
- Serving in a national service position for which I receive a national service education award under the National and Community Service Trust Act of 1993. In some cases, the interest that accrues on a qualified loan during the service period will be paid by the Corporation for National and Community Service.
- Qualifying for partial repayment of my loans under the Student Loan Repayment Program, as administered by the Department of Defense.
- Qualifying for loan forgiveness under the Teacher Loan Forgiveness Program, if I meet certain criteria (for up to five years).
- Having a monthly debt burden for Title IV loans that collectively equals or exceeds 20% of my total monthly gross income (for up to three years).
- Being called to active duty in the U.S. Armed Forces.

For additional information, I should contact my lender.

Repayment information follows

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20. Special Repayment Arrangements – A Federal Consolidation Loan Program is available under which I may consolidate federal education loans received from different lenders, the same lender, and/or under different federal education loan programs into one loan. Depending on the amount I borrow, this program may result in an extension of my repayment period. Consolidation permits multiple debts to be combined into one monthly payment. For additional information, I should contact my lender or guarantor.

I may consolidate my FFELP loan(s) into the Direct Loan Program to take advantage of the public service loan forgiveness program. This program provides for the cancellation of the remaining balance due on eligible Direct Loan Program loans after I have made 120 payments (after October 1, 2007) on those loans under certain repayment plans while employed in certain public service jobs.

I may also consolidate my FFELP loans first disbursed on or after October 1, 2008 (including Federal Consolidation Loans that repaid FFELP or Direct Loan Program loans first disbursed on or after October 1, 2008) into the Direct Loan Program to take advantage of the no accrual of interest benefit for active duty service members. No interest will be charged on the portion of my Direct Consolidation Loan that repaid FFELP or Direct Loan Program loans first disbursed on or after October 1, 2008 during periods of qualifying active duty military service (for up to 60 months).

The Act may provide for certain loan forgiveness or repayment benefits on my loans in addition to the benefits described in this MPN. If other forgiveness or repayment options become available, my loan holder will provide information about these benefits.

In addition, volunteers who complete service in an approved national or community service project can earn an educational award. The award can be used to repay a Federal Stafford Loan. If I receive an educational award, I am responsible for providing my lender with information and documentation regarding my term of service and the award.

Other agencies of the federal government may also offer student loan repayment programs as an incentive to recruit and retain employees. I should contact the agency’s human resources department for more information.

Under certain circumstances, military personnel may have their federal education loan(s) repaid by the Secretary of Defense. I should address any questions to the local service recruiter. This is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces.

If I did not have an outstanding balance on a FFEL or Direct Loan Program loan on October 1, 1998, or if I did not have an outstanding balance on the date I obtained a loan after October 1, 1998, I may be eligible for teacher loan forgiveness. The Department of Education will repay a fixed amount of my subsidized and unsubsidized Federal Stafford loans if I have worked as a full-time teacher for five consecutive school years,
Repaying Your Loans

Follow these steps to estimate your loan payment.

### Step 1: Calculate Your Monthly Interest Charges

Round your Federal Stafford Loan balance up to the nearest $500. If your loan amount is not on the table, follow the example below to estimate your monthly accrued interest.

**Example:**
Federal Stafford Loan of $5,479 at 6.8% interest.
Round up to nearest $500 = $5,500.

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>6.80%</th>
<th>6.00%</th>
<th>5.00%</th>
<th>4.00%</th>
<th>3.40%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 500</td>
<td>$ 2.83</td>
<td>$ 2.50</td>
<td>$ 2.08</td>
<td>$ 1.67</td>
<td>$ 1.42</td>
</tr>
<tr>
<td>$ 1,000</td>
<td>$ 5.67</td>
<td>$ 5.00</td>
<td>$ 4.17</td>
<td>$ 3.33</td>
<td>$ 2.83</td>
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<td>$ 17.00</td>
<td>$ 15.00</td>
<td>$ 12.50</td>
<td>$ 10.00</td>
<td>$ 8.50</td>
</tr>
<tr>
<td>$ 5,000</td>
<td>$ 28.33</td>
<td>$ 25.00</td>
<td>$ 20.83</td>
<td>$ 16.67</td>
<td>$ 14.17</td>
</tr>
<tr>
<td>$ 6,000</td>
<td>$ 34.00</td>
<td>$ 30.00</td>
<td>$ 25.00</td>
<td>$ 20.00</td>
<td>$ 17.00</td>
</tr>
<tr>
<td>$ 7,000</td>
<td>$ 39.67</td>
<td>$ 35.00</td>
<td>$ 29.17</td>
<td>$ 23.33</td>
<td>$ 19.83</td>
</tr>
<tr>
<td>$ 9,000</td>
<td>$ 51.00</td>
<td>$ 45.00</td>
<td>$ 37.50</td>
<td>$ 30.00</td>
<td>$ 25.50</td>
</tr>
<tr>
<td>$ 10,000</td>
<td>$ 56.67</td>
<td>$ 50.00</td>
<td>$ 41.67</td>
<td>$ 33.34</td>
<td>$ 28.34</td>
</tr>
<tr>
<td>$ 15,000</td>
<td>$ 85.00</td>
<td>$ 75.00</td>
<td>$ 62.50</td>
<td>$ 50.00</td>
<td>$ 42.50</td>
</tr>
<tr>
<td>$ 20,000</td>
<td>$113.33</td>
<td>$100.00</td>
<td>$ 83.33</td>
<td>$ 66.67</td>
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<td>$141.67</td>
<td>$125.00</td>
<td>$104.17</td>
<td>$ 83.33</td>
<td>$ 70.83</td>
</tr>
</tbody>
</table>

Your monthly interest $ ______________.

### Step 2: Estimate Your Capitalized Interest

Complete this step only if you will not pay accrued interest for which you are responsible on a Federal Stafford Loan. This is an estimate only. Actual interest capitalized will depend on factors such as disbursement dates, number of disbursements, and the frequency of capitalization.

**Example**
Your capitalized interest $ ______________ X _______ = $ 685.52

### Step 3: Estimate Your Monthly Payment

Round your loan balance up to the nearest $500. If your principal amount is not on the table, follow the example below to estimate your monthly payment. If you previously had interest capitalized, add it to the outstanding loan amount to get the new principal amount.

**Example:**
Federal Stafford Loan of $6,185.52 ($5,500 + $685.52) at 6.8% interest.
Round up to nearest $500 = $6,500.

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>6.80%</th>
<th>6.00%</th>
<th>5.00%</th>
<th>4.00%</th>
<th>3.40%</th>
</tr>
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<tr>
<td>$ 500</td>
<td>$ 5.75</td>
<td>$ 5.55</td>
<td>$ 5.30</td>
<td>$ 5.06</td>
<td>$ 4.92</td>
</tr>
<tr>
<td>$ 1,000</td>
<td>$11.51</td>
<td>$11.10</td>
<td>$10.61</td>
<td>$10.12</td>
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<td>$ 3,000</td>
<td>$34.52</td>
<td>$33.31</td>
<td>$31.82</td>
<td>$30.37</td>
<td>$29.53</td>
</tr>
<tr>
<td>$ 5,000</td>
<td>$57.54</td>
<td>$55.51</td>
<td>$53.03</td>
<td>$50.62</td>
<td>$49.21</td>
</tr>
<tr>
<td>$ 6,000</td>
<td>$69.05</td>
<td>$66.61</td>
<td>$63.64</td>
<td>$60.75</td>
<td>$59.05</td>
</tr>
<tr>
<td>$ 7,000</td>
<td>$80.56</td>
<td>$77.71</td>
<td>$74.25</td>
<td>$70.87</td>
<td>$68.89</td>
</tr>
<tr>
<td>$ 9,000</td>
<td>$103.57</td>
<td>$99.92</td>
<td>$95.46</td>
<td>$91.12</td>
<td>$88.58</td>
</tr>
<tr>
<td>$10,000</td>
<td>$115.08</td>
<td>$111.02</td>
<td>$106.07</td>
<td>$101.25</td>
<td>$98.42</td>
</tr>
<tr>
<td>$15,000</td>
<td>$172.62</td>
<td>$166.53</td>
<td>$159.10</td>
<td>$151.87</td>
<td>$147.62</td>
</tr>
<tr>
<td>$20,000</td>
<td>$230.16</td>
<td>$222.04</td>
<td>$212.13</td>
<td>$202.49</td>
<td>$196.84</td>
</tr>
<tr>
<td>$25,000</td>
<td>$287.70</td>
<td>$277.55</td>
<td>$265.16</td>
<td>$253.11</td>
<td>$246.05</td>
</tr>
</tbody>
</table>

Estimated monthly payment = $74.80

**Note:** Minimum monthly payment = $50 or amount of interest accruing each month.

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>Estimate of Capitalized Interest (From Step Two)</th>
<th>New Principal Balance</th>
<th>Estimated Monthly Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,500</td>
<td>$685.52</td>
<td>$6,185.52</td>
<td>$74.80</td>
</tr>
</tbody>
</table>

Your Monthly Payment $ ______________ + $ ______________ = $ ______________ $ ______________.
Federal Family Education Loan Program (FFELP)
Federal Stafford Loan
School Certification

**School Certification**

I certify:

- That the borrower named on this Certification is accepted for enrollment in an eligible program on at least a half-time basis; is a U.S. citizen, permanent resident, or other eligible non-citizen; and is making satisfactory academic progress;
- That the borrower is an eligible borrower in accordance with the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education regulations (collectively referred to as the Act), that the borrower’s eligibility for a Federal Pell Grant has been determined, and that the borrower has been determined eligible for a loan(s) in the amount(s) certified;
- That the disbursement schedule complies with the requirements of the Act;
- Based on available records and appropriate inquiry, that:
  (i) the borrower has met the requirements of the Selective Service Act;
  (ii) the borrower is not incarcerated;
  (iii) the borrower is not liable for an overpayment of any federal grant or loan under the Act;
  (iv) the borrower is not in default on any Title IV education loan(s); or, if the borrower is in default, satisfactory repayment arrangements have been made with the holder(s) of any defaulted loan(s);
  (v) the borrower has not been convicted of or pled nolo contendere (no contest) or guilty to a crime involving fraud in obtaining funds under Title IV of the Act; or, if the borrower has pled nolo contendere or guilty to such a crime, the borrower has repaid the funds to the Secretary of Education or to the loan holder in the case of a Title IV federal student loan;
  (vi) the borrower does not have property subject to a judgment lien for a debt owed to the U.S.; and
  (vii) the information provided in this Certification is true, complete, and accurate to the best of my knowledge and belief.

I agree to provide the borrower with (i) confirmation of any transfer of funds through electronic funds transfer (EFT) or master check to the borrower’s student account, and (ii) an opportunity to cancel or reduce any disbursement of a loan.

16. Signature of Authorized School Official

Name/Title (Printed or Typed)__________________________

17. Today’s Date (mm-dd-yyyy)________________________
Instructions for Completing Federal Stafford Loan School Certification

**Important Notice:** If certification information is transmitted electronically, do not complete the School Certification form.

Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 1982 = 06-24-1982.

**Item 1:** Enter the code for your school. This code is provided by the U.S. Department of Education for the Federal Family Education Loan Program.

**Item 2:** Enter your school name and address, and the telephone number, including area code, of a school official who can answer questions about this certification.

**Item 3:** Enter or correct the borrower’s last name, first name, and middle initial.

**Item 4:** Enter or correct the borrower’s Social Security Number. This loan cannot be processed without the borrower’s Social Security Number.

**Item 5:** Enter the borrower’s permanent address (number, street, apartment number) or rural route number and box number. If the borrower does not have a permanent street address or rural route number and box number, provide the physical location of the borrower’s residence. A temporary school address is not acceptable.

**Item 6:** Enter the borrower’s area code and telephone number. If the borrower does not have a telephone, enter N/A.

**Item 7:** Enter the date of the borrower’s birth. Be careful not to enter the current year.

**Item 8:** Enter the borrower’s e-mail address, if known.

**Item 9:** Enter the borrower’s lender selection (name, identification number, city, and state), if known.

**Item 10:** Enter the grade level of the borrower. Select the proper grade level indicator using the standard grade level codes provided:

<table>
<thead>
<tr>
<th>Code</th>
<th>Grade Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Freshman/First-Year (including proprietary school programs that are less than one year in duration)</td>
</tr>
<tr>
<td>2</td>
<td>Sophomore/Second-Year</td>
</tr>
<tr>
<td>3</td>
<td>Junior/Third-Year</td>
</tr>
<tr>
<td>4</td>
<td>Senior/Fourth-Year</td>
</tr>
<tr>
<td>5</td>
<td>Fifth-Year/Other Undergraduate (including sixth-year undergraduate and continuing education students)</td>
</tr>
<tr>
<td>A</td>
<td>First-Year Graduate or Professional</td>
</tr>
<tr>
<td>B</td>
<td>Second-Year Graduate or Professional</td>
</tr>
<tr>
<td>C</td>
<td>Third-Year Graduate or Professional</td>
</tr>
<tr>
<td>D</td>
<td>Beyond Third-Year Graduate or Professional</td>
</tr>
</tbody>
</table>

**Item 11:** Indicate whether the borrower is (or plans to be) enrolled at least half time or full time. A borrower who is enrolled (or planning to enroll) less than half time is not eligible for a Federal Stafford Loan.

**Item 12:** Enter the date the borrower is expected to complete the program at your school. If you are unsure of the actual completion date in the future, enter the last day of the month.

**Item 13:** Enter the dates covered by the cost of attendance. These dates must coincide with actual term starting and ending dates. At a school without academic terms, these dates must coincide with the borrower’s program of study if that is less than an academic year in length, or the academic year.

**Item 14:** Enter the lesser of the loan amount requested by the borrower. An undergraduate borrower’s eligibility must be reduced if the borrower is attending a program with a length of less than a full academic year, or completing the remaining balance of a program in a period of less than an academic year. The borrower’s eligibility may also be reduced based on professional judgment. If this field is left blank, the loan(s) will be delayed.

**Item 14a:** Enter the lesser of the borrower’s eligibility for a subsidized Federal Stafford Loan or the unsubsidized Federal Stafford Loan amount requested by the borrower. If the borrower is not eligible for a subsidized Federal Stafford Loan, enter 0.

**Item 14b:** Enter the lesser of the borrower’s eligibility for an unsubsidized Federal Stafford Loan or the unsubsidized Federal Stafford Loan amount requested by the borrower. If the borrower is not eligible for an unsubsidized Federal Stafford Loan, enter 0.

**Item 15:** Enter the disbursement dates for this loan(s) as determined in accordance with the Act.

**Item 16:** Your signature acknowledges that you have read and agree to the provisions in the School Certification. You must sign the Certification and print your name and title.

**Item 17:** Enter the date of certification.

**Paperwork Reduction Notice**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0006. The time required to complete this information is estimated to average 0.15 hours (9 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education
Washington, DC 20202-4537
Addendum to the Federal PLUS Loan Application and Master Promissory Note and Endorser Addendum
Federal Family Education Loan Program

The Higher Education Reconciliation Act of 2005, the College Cost Reduction and Access Act of 2007, the Ensuring Continued Access to Student Loans Act of 2008, the Higher Education Opportunity Act of 2008, and regulations issued by the U.S. Department of Education (the Department) on November 1, 2007 and October 23, 2008 changed some of the terms of Federal PLUS Loans made under the Federal Family Education Loan Program (FFELP). As a result, certain terms of the loan(s) you receive under the accompanying Federal PLUS Loan Application and Master Promissory Note (MPN) or endorse under the accompanying Endorser Addendum to Federal PLUS Loan Application and Master Promissory Note (Endorser Addendum) differ from the terms in the MPN, Endorser Addendum, and Borrower’s Rights and Responsibilities Statement. This Addendum describes the changes made to the loan terms by these laws and regulations. You should be subject to these changes. The changes set forth in this Addendum are incorporated into and made a part of the accompanying MPN or Endorser Addendum that you sign and the Borrower’s Rights and Responsibilities Statement.

- **Graduate and Professional Students May Borrow PLUS Loans.** A graduate or professional student may borrow a Federal PLUS Loan. Before applying for a Federal PLUS Loan, a graduate or professional student must complete the Free Application for Federal Student Aid (FAFSA) and must have been determined eligible for his or her maximum loan amount under the Federal Stafford Loan Program. Except as provided in this Addendum, the terms and conditions of the Federal PLUS Loan as described in the accompanying MPN and Borrower’s Rights and Responsibilities Statement apply regardless of whether the borrower is a parent or a graduate or professional student.

The following changes apply only to graduate and professional student Federal PLUS Loan borrowers and to endorsers of Federal PLUS Loans made to graduate and professional student borrowers:

- **General Changes.** If you are a graduate or professional student, all references to “student,” “dependent student,” “dependent” or “parent” throughout the MPN refer to you. If you are an endorser for a graduate or professional student Federal PLUS Loan borrower, all references to “student,” “dependent student,” or “parent” throughout the Endorser Addendum refer to the student borrower.

- **MPN: Borrower (Parent) Section and Student Information Section.** If you are a graduate or professional student, provide information about yourself in both the “Borrower (Parent) Section” and the “Student Information Section” of the MPN. Do not leave any items blank.

- **Endorser Addendum: Section B., Loan Description.** If you are an endorser for a graduate or professional student Federal PLUS Loan borrower, provide information about the student in both the parent borrower items (12, 13 and 15) and the student items (16 and 17).

- **MPN: Borrower Request, Certifications, and Authorizations.** If you are a graduate or professional student, paragraph 18.B. does not apply, and paragraph 18.C. is revised to read as follows: “I authorize the school to make my Federal Loans available to me under this MPN.”

- **MPN: Promise to Pay.** If you are a graduate or professional student, the second sentence of paragraph 20 is revised to read as follows: “I understand that multiple loans may be made to me under this MPN.”

- **Borrower’s Rights and Responsibilities Statement: Item 12, Repayment. Effective July 1, 2009, an Income-Based Repayment Plan is available to eligible graduate and professional student Federal PLUS Loan borrowers. Under this plan, the required monthly payment amount will be based on a borrower’s income during any period when the borrower has a partial financial hardship. The maximum repayment period under this plan may exceed 10 years. Eligible borrowers who meet certain requirements over a 25-year period may qualify for cancellation of any outstanding balance on their loans.

The following change applies only to parent Federal PLUS Loan borrowers:

- **Effective for loans first disbursed on or after July 1, 2008, parent borrowers of PLUS loans may request that repayment of loan principal be deferred while the student on whose behalf the loan was obtained is enrolled at least half-time basis and for the 5-month period after the student ceases to be enrolled at least half time. Interest will continue to be charged on the loan during this period.**

The following changes apply to all Federal PLUS Loan borrowers:

- **MPN: Borrower Request, Certifications, and Authorizations.** The first sentence of paragraph 19.E. is revised to read as follows: “I may tell my lender that I want to pay the interest that accrues, including interest that accrues during an in-school deferment.”

- **MPN: Borrower Request, Certifications, and Authorizations.** Paragraph 19.H. is revised to read as follows: “I authorize my lender to defer repayment of principal on my loan(s) based on enrollment on at least a half-time basis. If I am a graduate or professional student, for the 6-month period after I cease to be enrolled at least half time.”

- **MPN: Borrower Request, Certifications, and Authorizations.** By signing your MPN you are certifying, under penalty of perjury, that if you have been convicted of, or have pled no contest or guilty to, a crime involving fraud in obtaining federal student assistance under Title IV of the Higher Education Act of 1965, as amended, you have completed the repayment of such funds to the Department, or to the loan holder in the case of a Title IV federal student loan.

- **MPN: Repayment. Effective July 1, 2009, the second sentence of the second paragraph is revised to read as follows:** “My principal repayment period for each loan, exclusive of any period(s) of deferment or forbearance, generally lasts 5 years but may not exceed 10 years (except under an extended or income-based repayment plan).”

- **MPN: Governing Law and Notices.** This item is revised to include the following statement: “Infringement of any original title to the National Student Loan Data System (NSLDS). Information in NSLDS is accessible to schools, lenders, and guarantors for specific purposes as authorized by the Department.”

- **Borrower’s Rights and Responsibilities Statement: Item 5, Loan Fees.** This item is revised to read as follows: “I may be charged an origination fee and/or a federal default fee for each loan made under this MPN, neither fee may exceed the rate as specified in the Act. If I am charged these fees, they will be deducted proportionally from each disbursement.”

- **Borrower’s Rights and Responsibilities Statement: Item 6, Disbursement of Loan Money.** Loan money for students enrolled in foreign schools must be sent to the school, and generally must be disbursed in multiple installments.

- **Borrower’s Rights and Responsibilities Statement: Item 9, Interest Rates.** Effective for loans first disbursed on or after July 1, 2006, a Federal PLUS Loan has a fixed interest rate. In addition, the following sentences are added: “If I qualify under the Servicemembers Civil Relief Act, the interest rate on my loans obtained prior to military service may be limited to 6% during my military service. To receive this benefit, I must contact my loan holder for information about the documentation I must provide to show that I qualify.”

- **Borrower’s Rights and Responsibilities Statement: Item 10, Payment of Interest.** The second sentence of the second paragraph is revised to read as follows: “This interest (for example, interest that accrues during an in-school deferment) may be paid or capitalized (added to the principal of my loan(s)).”

- **Borrower’s Rights and Responsibilities Statement: Item 11, Loan Cancellation.** The second bullet is revised to read as follows: “If the school receives the money by EFT or master check and has not obtained written confirmation of the amount of the federal student loan that I want to receive before crediting the loan funds to my or the student’s account, I may cancel all or part of the loan by informing the school within 14 days after the date the school notifies me of my right to cancel the loan, or by the first day of the school’s payment period, whichever is later. (The school can tell me the first day of the payment period.) If the school has not obtained my written confirmation of the loans I want to receive, I may cancel all or part of the loan by informing the school within 30 days of the date the school notifies me of my right to cancel the loan. If I cancel all or a portion of a loan as described in this paragraph, the school will return the cancelled amount to my lender, and the loan fees will be eliminated or reduced in proportion to the amount returned.”

- **Borrower’s Rights and Responsibilities Statement: Item 13, Sale or Transfer of Loan(s).** The second sentence is revised to read as follows: “If ownership of a loan is transferred and the entity to which I must make payments changes, I will be notified of that entity’s name, address and telephone number, the effective date of the sale or transfer, and the date when I must begin payments to that entity.”

- **Borrower’s Rights and Responsibilities Statement: Item 14, Loan Discharge.** A loan is eligible for discharge if it is determined that the borrower’s eligibility for the loan was falsely certified as a result of a crime of identity theft. In addition, the second paragraph is revised to read as follows: “My loan(s) may also be discharged if I become totally and permanently disabled as defined by the Act and meet certain other requirements.”

- **Borrower’s Rights and Responsibilities Statement: Item 17, Special Repayment Arrangements.** A married couple may no longer borrow a Federal Consolidation Loan as joint borrowers. A borrower may consolidate his or her FFELP loans into the William D. Ford Federal Direct Loan (Direct Loan) Program to take advantage of the public service loan forgiveness program. This program provides for the cancellation of the remaining balance due on eligible Direct Loan Program loans after the borrower has made 120 payments (after October 1, 2007) on those Direct Loans under certain repayment plans while the borrower is employed in certain public service jobs.

A borrower may also consolidate his or her FFELP loans first disbursed on or after October 1, 2008 (including Federal Consolidation Loans that repay FFELP or Direct Loan Program loans first disbursed on or after October 1, 2008) into the Direct Loan Program to take advantage of the no accrual of interest benefit for active duty service members. No interest will be charged on the portion of a Direct Consolidation Loan that repaid FFELP or Direct Loan Program loans first disbursed on or after October 1, 2008 during periods of qualifying active duty military service (for up to 60 months).

The Act may provide for certain loan forgiveness or repayment benefits on a borrower’s FFELP loans in addition to the benefits described in this MPN. If other forgiveness or repayment options become available, a borrower’s loan holder will provide information about these benefits.

- **Borrower’s Rights and Responsibilities Statement: Item 18, Deferments.** A deferment is available for a period during which a borrower is serving on active duty during a war or other military operation or national emergency, or performing qualifying National Guard duty during a war or other military operation or national emergency, and if the borrower is serving on or after October 1, 2007, for an additional 180-day period following the demobilization date for the qualifying service. A borrower who is a member of the National Guard or other reserve component of the U.S. Armed Forces (current or retired) and who is called or ordered to active duty while enrolled at least half time at an eligible school, or within 6 months after having been enrolled at least half time, is eligible for a deferment during the 13 months following the conclusion of the active duty service, or until the date the borrower returns to enrolled student status on at least a half-time basis, whichever is earlier.

For loans first disbursed on or after July 1, 2008, parent borrowers may request a deferment while the student for whom a loan was obtained is enrolled on at least a half-time basis, and during the 6-month period after the student or the parent ceases to be enrolled at least half time.

To be used with OMB No. 1845-0069
Exp. Date 3/31/2008
A graduate or professional student or the parent of a dependent undergraduate student may borrow a PLUS Loan. In this document "you" refers to the borrower. This Disclosure summarizes information concerning your loan. Please refer to your Federal PLUS Loan Master Promissory Note (MPN), Borrower's Rights and Responsibilities Statement, and loan-specific disclosure for the complete terms and conditions of your loan. Except as specifically stated in this Disclosure, these documents govern the terms and conditions of your loan. Please read this Disclosure carefully, print the document it has been delivered in an electronic form, and maintain a hard copy in a safe place. If you have questions about your loan, contact your lender.

1. General - You are receiving a Federal PLUS Loan to help cover the costs of your education or your dependent undergraduate student's education. You must repay this loan. You are responsible for repaying this loan even if you drop out of school and do not complete the program of study for which the funds were provided by the school, do not complete the program of study, or cannot find work in that area of study. Borrow only the amount you need.

By accepting your loan proceeds, you are certifying, under penalty of perjury, that if you or your dependent undergraduate student, as applicable, have been convicted of, or have pled no contest or guilty to, a crime involving fraud or theft of federal financial aid funds under Title IV of the Higher Education Act of 1965, as amended (the Act), you, or the student, have completed the repayment of such funds to the U.S. Department of Education (the Department) or to the loan holder of the Higher Education Act of 1965, as amended (the Act), you, or the student, have completed the repayment of such funds to the U.S. Department of Education (the Department) or to the loan holder of the origination fee, the federal default fee for loans first disbursed on or after July 1, 2008, and the Federal Consolidation Loan for each loan obtained by the borrower or dependent student.

You may defer repayment while you are enrolled at least half time at an eligible school, and for loans first disbursed on or after July 1, 2008 during the 6-month period after you cease to be enrolled at least half time. If you are a parent borrower, you may request that repayment of principal for loans first disbursed on or after July 1, 2008 be deferred while the student for whom you obtained the loan is enrolled at least half time at an eligible school, and for the 6-month period after the student ceases to be enrolled at least half time.

A deferment is also available while you are serving on active duty during a war or other military operation or national emergency and if you are a member of the National Guard or other reserve component of the U.S. Armed Forces (current or retired) and you are called or ordered to active duty while you are at least half time at an eligible school, or within 6 months of having been at least half time, you are eligible for a deferment during the 13-month period following conclusion of your active duty service, or until the date you return to enrolled student status on at least a half-time basis, whichever is earlier.

This is not a complete list of available deferments. For a complete list of deferments, and documentation and eligibility requirements, please refer to your Borrower's Rights and Responsibilities Statement and any supplemental information you may receive.

You must pay the interest on a PLUS Loan during deferment periods, or it will be added to the principal amount of the loan. If interest added to the principal amount, you will then pay interest on the larger amount. Having interest added to the principal amount may also cause your monthly payment amount to increase.

13. Forbearance - If you cannot make scheduled payments and do not qualify for a deferment, your lender may permit you to temporarily lower your payments or temporarily stop making payments. This is called a forbearance. Interest will be charged on your loan during a forbearance. The lender may grant you a forbearance in certain cases, as described in your Borrower's Rights and Responsibilities Statement.

14. Loan Discharge - Your loan will be discharged (forgiven) if (i) adequate documentation of your death, or your dependent's death, is given to your lender, (ii) you or your dependent cannot complete a course of study because the school closes, (i) the school falsely certifies your loan eligibility, (iv) a loan in your name was falsely certified as a result of a crime of identity theft, or (v) you become totally and permanently disabled and must meet certain other requirements. Your loan may be discharged if the amount of any refund that the school should have made, but did not send to your lender. Your loan will not be automatically discharged in bankruptcy.

15. Consumer Reporting Agency Notification - Information about your loan will be reported to national consumer reporting agencies. Information will include the disbursement date, amount, and remaining balance status of your loan (for example, whether you are current or behind schedule in making payments).

16. Default and Acceleration - If you default on your loan, that fact will be reported to all national consumer reporting agencies. All unpaid amounts and collection fees on your loan will become immediately due and payable. You may be sued, your wages may be garnished, you may lose federal benefits, and/or your tax refund may be withheld. You agree to pay reasonable collection fees and costs, plus court costs and attorney fees. You may face other serious consequences.

17. Sale or Transfer of Your Loan - Your lender may sell or assign this loan without your consent and without selling or assigning any of your other loans. The sale or transfer of your loan does not affect your rights and responsibilities with respect to the loan. If ownership of a loan is transferred and the entity to which you must make payments changes, you will be notified of that entity’s name, address and telephone number, the effective date of the sale or transfer, and the date when you must begin making payments to that entity.

18. Department of Defense Repayment Program - Under certain circumstances, military personnel may repay all or a portion of the loan(s) repaid by the Secretary of Defense. If you owe any money to the local service recruiter. This is a recruiting program and generally does not pertains to prior service individuals or those not eligible for enlistment in the Armed Forces.

19. Loan Forgiveness for Public Service Employees Program - You may consolidate your FFELP loans into the Direct Loan Program to take advantage of the public service loan forgiveness program. This program provides for the cancellation of up to $50,000 of eligible Direct Loan Program loans after you have made 120 payments (after October 1, 2007) on those Direct Loans under certain repayment plans while you are employed in certain public service jobs.

20. No Accrual of Interest for Active Duty Service Members - You may consolidate your FFELP loans first disbursed on or after October 1, 2008 (including Federal Consolidation Loans that repaid FFELP or Direct Loan Programs first disbursed on or after October 1, 2008) into the Direct Loan Program to take advantage of the no accrual of interest benefit for active duty service members. No interest will be charged on the portion of a Direct Consolidation Loan that repaid FFELP or Direct Loan Program loans first disbursed on or after October 1, 2008 during periods of qualifying active duty military service (for up to 60 months).

21. Other Loan Forgiveness and Repayment Benefits - The Act may provide for certain loan forgiveness or repayment benefits on your loans in addition to the benefits described in your MPN. If other forgiveness or repayment options become available, your loan holder will provide information about these benefits.

Interest is charged on the unpaid principal amount. Interest charges begin on the date the loan is disbursed and end when the loan is paid in full. You must pay all interest charges on your Federal PLUS Loan. You agree that the lender may add interest charges to your loan amount, as provided by law, if you do not make payments of interest.

10. Late Charges and Collection Costs - Your lender may collect a late charge from you if you do not make a payment when due. Your lender may charge you late fees if you pay three months after the due date for each late payment, no matter how many days the payment is late. Your lender may also collect from you certain limited charges and fees involved in collecting your loan in accordance with the Department’s regulations.

11. Loan Consolidation - You may be eligible to consolidate all of your eligible federal education loans into a single loan. Consult your lender or the student aid office at the school where you are enrolled to determine if you are eligible to consolidate your loans. Consolidating your loans may give you up to 30 years to pay them back and may lower your monthly payments; however, you may be repaying your loans for a longer period and pay more interest. Contact your lender for more information about consolidating your loans.

12. Deferments - You do not have to make payments in certain circumstances. For example: You may defer repayment while you are enrolled at least half time at an eligible school and, for loans first disbursed on or after July 1, 2008 during the 6-month period after you cease to be enrolled at least half time. If you are a parent borrower, you may request that repayment of principal for loans first disbursed on or after July 1, 2008 be deferred while the student for whom you obtained the loan is enrolled at least half time at an eligible school, and for the 6-month period after the student ceases to be enrolled at least half time.

Federal PLUS Loan Plain Language Disclosure

Revised 03-27-2009
Federal Family Education Loan Program (FFELP)
Federal PLUS Loan Application and Master Promissory Note (MPN)

Guarantor, Program, or Lender Identification

OMB No. 1845-0069
Form approved
Exp. date 08/31/2010

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW LOAN ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: Your name, address, date of birth, and other information collected in this form will be used to verify your identity. You may also be asked to provide your driver’s license or other identifying documents.

Borrower Section

Using a dark ink ballpoint pen or type. Read the instructions carefully.

CHECK ONE: I am a ☐ Graduate or Professional Student ☐ Parent of a Dependent Undergraduate Student

1. Last Name First Name MI
2. Social Security Number

3. Permanent Address (See instructions.)
   City State Zip Code

4. Area Code/Telephone Number
   (                  )

5. Date of Birth (mm-dd-yyyy)

6. E-mail Address

7. Driver’s License State and Number
   #

8. U.S. Citizenship Status (Check a or b, and if b is checked, list Registration Number.)
   ☐ a. Citizen/National ☐ b. Permanent Resident/Other Eligible Non-Citizen
   If “b,” Alien Registration Number

9. Lender Name

10. Lender Code, if known

11. Employer Name, Address, City, State, Zip Code

12. Work Area Code/Telephone Number
   (                  )

13. References: You must provide two separate references with different U.S. addresses who do not live with you and who have known you for at least three years. If you are a parent borrower, do not list the student as a reference.
   Name
   A. Permanent Address
   City, State, Zip Code
   E-mail Address
   Area Code/Telephone Number
   Relationship to Borrower
   __________________________

   Name
   B. Permanent Address
   City, State, Zip Code
   E-mail Address
   Area Code/Telephone Number
   Relationship to Borrower
   __________________________

Student Information Section

Complete this section only if you are a parent borrowing for a dependent undergraduate student.

14. Last Name First Name MI
15. Social Security Number
16. Date of birth (mm-dd-yyyy)

Borrower Request, Certifications, and Authorizations

Read carefully before signing below.

17. Requested Loan Amount: This is an MPN for one or more Federal PLUS Loans. I request a Federal PLUS Loan under this MPN in an amount not to exceed the annual cost of attendance minus other financial aid received for each academic year. For each loan, the school will notify me of the loan amount that I am eligible to borrow. I may cancel my loan or request a lower amount by contacting my lender or the school. Additional information about my right to cancel a loan or request a lower amount is included in the Borrower’s Rights and Responsibilities Statement and disclosure statements that have been or will be provided to me. If I have an adverse credit history and obtain an endorser so that I may receive a PLUS Loan, only one loan may be made to me under this MPN.

18. Under penalty of perjury, I certify for any loan I receive under this MPN that:
   A. The information I have provided on this MPN and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
   B. I am: (i) a graduate or professional student, (ii) the biological or adoptive parent of the dependent undergraduate student identified in the Student Information Section, or (iii) the spouse of a parent and my income and assets were reported on the Free Application for Federal Student Aid (FAFSA) or would be reported if a FAFSA were filed.
   C. Loan proceeds will be used for authorized educational costs incurred by me or by the student identified above. I will immediately repay any loan proceeds that cannot be attributed to educational costs for attendance on at least a half-time basis at the school that certified my loan eligibility.
   D. If I owe an overpayment on a Federal Perkins Loan, Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, Academic Competitiveness Grant (ACG), National Science and Mathematics Access to Talent (SMART) Grant, or Leveraging Educational Assistance Partnership Grant, I have made satisfactory arrangements with the holder to repay the amount owed.
   E. If I am in default on any loan received under the Perkins Loan Program (including NDLS loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program ("FFELP" as defined in the Borrower’s Rights and Responsibilities Statement), I have made satisfactory arrangements with the holder to repay the amount owed.
   F. If I have been convicted of, or pled nolo contendere (no contest) or guilty to, a crime involving fraud in obtaining funds under Title IV of the Higher Education Act (HEA) of 1965, as amended, I have completed repayment of such funds to the U.S. Department of Education (the Department), or to the loan holder in the case of a Title IV federal student loan. If I am a parent applying for a Federal PLUS Loan for a dependent undergraduate student, and if that student has been convicted of, or pled nolo contendere or guilty to, a crime involving fraud in obtaining funds under Title IV of the HEA, as amended, the student has completed the repayment of such funds to the Department, or to the loan holder in the case of a Title IV federal student loan.

19. For all PLUS loans (as described in the additional MPN provisions and the Borrower’s Rights and Responsibilities Statement) I receive under this MPN, I make the following certifications:
   A. I authorize the school to certify my eligibility for loans under this MPN.
   B. I authorize the school to transfer loan proceeds received by electronic funds transfer (EFT) or master check to my account at the school (if I am the student) or to the student’s account at the school (if I am a parent).
   C. I authorize the school to defer loan proceeds based on federal funds to the school as a terminal deferral.
   D. I authorize the school to defer loan proceeds based on federal funds to the school as an in-school deferral. However, in all cases, unless I pay the interest, my lender will add the unpaid interest that accrues during deferment and other periods on each PLUS Loan made under this MPN to the principal balance of the loan (capitalization) as provided under the Act. Capitalization will increase the principal balance on my loan(s) and the total amount of interest costs I must pay.
   E. I authorize the release of information pertinent to my loan(s): (i) by the school(s), the lender(s), and the guarantor(s), or their agents to the references on the applicable loan(s) and to members of my immediate family unless I submit written directions otherwise; and (ii) by and among the school(s), lender(s), guarantor(s), the Department, and their agents.
   F. To verify information I provide and so that the loan(s) requested can be approved, I authorize the Department to send any information about me that is under its control, including information from the FAFSA, to the school, to the lender, and to state agencies and nonprofit organizations that administer financial aid programs under the FFELP. I understand that information reported on this MPN may be shared with the Department, and that the Department has the authority to verify that information with other federal agencies.
   G. I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan request(s) or my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.
   H. I authorize my lender to defer repayment of principal on my loan(s) based on my enrollment at least a half-time basis and, if I am a graduate or professional student, for the 6-month period after I cease to be enrolled at least half time.

Promise to Pay

In this MPN, "lender" refers to, and this MPN benefits, the original lender and its successors and assigns, including any subsequent holder of this MPN.

I understand that, if I qualify, more than one loan may be made to me under this MPN for myself or for the student identified in the Student Information Section. I understand that by accepting any disbursement issued at any time under this MPN, I agree to repay the loan(s). I understand that, within certain time frames, I may cancel or reduce the amount of any loan by refusing to accept or by returning all or a portion of any disbursement that is issued. Unless I make interest payments, interest that accrues on my loan(s) during deferment, forbearance, and other periods may be added as provided under the Act to the principal balance of such loan(s). If I do not make any payment on any loan made under this MPN when it is due, I will also pay reasonable collection costs including, but not limited to, attorney fees, court costs, and other fees. I will not sign this MPN before reading the entire MPN, even if I am told not to read it, or told that I am not required to read it. I am entitled to a copy of this MPN and the Borrower’s Rights and Responsibilities Statement. My signature certifies I have read, understand, and agree to the terms and conditions of this MPN, including the Borrower Request, Certifications, and Authorizations printed above, the Notice about Subsequent Loans Made under This MPN, and the Borrower’s Rights and Responsibilities Statement.

I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MPN AND THAT I MUST REPAY ALL LOANS THAT I RECEIVE UNDER THIS MPN.

20. I promise to pay to the order of the lender all loan amounts disbursed (hereafter “loan” or “loans”) under the terms of this MPN, plus interest and other charges and fees that may become due as provided in this MPN.

21. Borrower Signature

22. Today’s Date (mm-dd-yyyy)

Additional MPN provisions follow
Federal PLUS Loan Application and Master Promissory Note (MPN) (continued)

**Governing Law**

The terms of this MPN will be interpreted in accordance with the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), the U.S. Department of Education’s (the Department’s) regulations, as they may be amended in accordance with their effective date, and other applicable federal statutes and regulations (collectively referred to as the “Act”), and the guarantor’s policies.

Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this MPN.

**Disclosure of Terms**

Loans disbursed under this MPN are subject to the loan limits specified in the Act. Under this MPN, 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 as provided below).

My lender will determine whether to make any loan under this MPN after my eligibility is determined by the school. At or before the time of the first disbursement for each loan, a disclosure statement will be provided to me identifying the amount of the loan and additional terms of the loan. Important additional information is also disclosed in the Borrower’s Rights and Responsibilities Statement accompanying this MPN. The Borrower’s Rights and Responsibilities Statement and any disclosure statement I receive in connection with any loan under this MPN are hereby incorporated into this MPN. If the information in this MPN conflicts with information in the disclosure, the specific terms and information in the disclosure apply to my loan.

I may request additional loan funds for my or the student’s educational costs. The school will determine my eligibility and notify the lender. I will be notified of any increase or other change in the amount of my loan(s).

I agree that the lender may sell or assign this MPN and/or my loan(s) and acknowledge that any loan may be assigned independently of any other loan to which this MPN applies. I agree that each loan is separately enforceable based on a true and exact copy of this MPN. I understand that my lender may use a servicer to handle billing and other communications related to my loan.

**Repayment**

I must repay the full amount of the loan(s) made under this MPN and accrued interest. I will repay the principal of each loan in periodic installments during a repayment period that begins on the day of the final disbursement for that loan.

My lender must provide me with a choice of repayment plans consistent with the provisions of the Act. My repayment period for each loan generally lasts at least 5 years but may not exceed 10 years (except under an extended or income-based repayment plan). The maximum period for repaying a loan does not include periods of deferment or forbearance.

The lender will provide me with a repayment schedule that identifies my payment amounts and due dates. Except as otherwise provided in the Act, the minimum annual payment required on all my FFELP loans is $600 or the amount of interest due and payable, whichever is larger. Payments submitted by me or on my behalf (exclusive of refunds) may be applied first to charges and collection costs that are due, then to accrued interest that has not been capitalized, and finally to the principal amount, except during periods of repayment under an income-based repayment plan, when payments will be applied first to interest due, then to fees due, and then to the principal amount.

If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan(s). I will make timely payments of any loan(s) due on my loan(s) or grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loan(s) at any time without penalty. If I do not specify which loan(s) I am prepaying, the lender will determine how to apply the prepayment in accordance with the Act. Upon payment in full of each loan under this MPN, I agree to accept written notification of such loan payoff in place of receiving the original MPN.

**Acceleration and Default**

At the option of the lender, if I do not make required payments of interest before the beginning or resumption of principal repayment, or during a period of authorized deferment or forbearance, I agree that the lender may capitalize such interest to the extent permitted by the Act.

**Origination Fee and Federal Default Fee**

An origination fee is charged and a federal default fee may be charged for each loan made under this MPN. The Act specifies the maximum amount of each fee and authorizes both fees to be deducted from my loan amount. The fee(s) I am charged, as identified in the disclosure statement, will be deducted proportionately from each disbursement of my loan(s). I understand the origination and federal default fees may be refundable only to the extent permitted by the Act.

**Late Charges and Collection Costs**

The lender may collect from me: (i) a late charge for each late installment payment if I do not make any part of a required installment payment within 15 days after the date it is due, or (ii) any other charges and fees that are permitted by the Act for the collection of my loan(s). If I default on any loan(s), I will pay reasonable collection fees and costs, plus court costs and attorney fees.

**Notice about Subsequent Loans Made Under This MPN**

This MPN authorizes the lender to disburse multiple loans to pay or the student’s educational costs during the multi-year term of this MPN. Such loans will be made only upon my request and upon the school’s certification of my loan eligibility. Subsequent loans for me or on behalf of the student named on this MPN may be made for the same or subsequent periods of enrollment at schools designated by the Secretary of the U.S. Department of Education.

I understand that no subsequent loan(s) will be made under this MPN after the earliest of the following dates: (i) the date my lender receives my written notice that I will not repay the loan(s) under this MPN; (ii) one year after the date of my signature on this MPN if no disbursement is made during such twelve-month period; or (iii) ten years after the date of my signature on this MPN, or the date the lender receives this MPN.

Any change to the Act applies to loans in accordance with the effective date of the change.
This is an MPN under which you may receive multiple Federal PLUS Loans for either yourself or for the same dependent student over a maximum 10-year period. A Federal PLUS Loan is available to graduate or professional students or parents of dependent undergraduate students (“dependent” is defined in the Act and is different from the definition used by the Internal Revenue Service) attending participating postsecondary schools. In this MPN, if you are the parent of a dependent undergraduate student, all references to “student” mean the student identified in the Student Information Section. You are responsible for paying the principal amount of your loan(s) and all interest that accrues from the date of disbursement until the loan(s) is paid in full.

Your lender will perform a credit check with a national consumer reporting agency before approving each loan. As required under federal law, if your lender determines you have an adverse credit history, you may not borrow a Federal PLUS Loan unless: 1) you provide information to your lender’s satisfaction that there are extenuating circumstances related to the adverse credit, or 2) you obtain an endorser who does not have an adverse credit history. An endorser is someone who agrees to repay the loan if you fail to do so. The endorser may not be the student on whose behalf the loan is being made.

This form is to be completed by the graduate or professional student borrower or the parent borrower. Print using a dark ink ballpoint pen or type. Do not complete this form in pencil. If an item has been completed for you and it is incorrect, cross out the incorrect information and print the correct information. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 1982 = 06-24-1982. Incorrect, incomplete, or illegible information may cause your loan to be delayed.

**Borrower Section**

Check the appropriate box to indicate whether you are a graduate or professional student borrower or a parent borrower before completing the Borrower Section.

**Item 1:** Enter or correct your last name, first name, and middle initial.

**Item 2:** Enter or correct your Social Security Number. Your loan(s) cannot be processed without a Social Security Number. Read the Privacy Act and Financial Privacy Act Notices in these instructions before completing this item.

**Item 3:** Enter your permanent address (number, street, apartment number) or rural route number and box number, then city, state, and zip code. If your mailing address is a post office box or general delivery, you must list both your mailing address and your street address or your rural route number and box number. If you do not have a permanent street address or rural route number and box number, provide the physical location of your residence. A temporary school address is not acceptable.

**Item 4:** Enter the area code and telephone number at which you can most easily be reached. (Do not list your work telephone number here.) If you do not have a telephone, enter N/A.

**Item 5:** Enter the date of your birth. Be careful not to enter the current year.

**Item 6:** Enter your preferred e-mail address for receiving communications. You are not required to provide this information. If you do, the lender or holder of your loan(s) may use your e-mail address to communicate with you. If you do not have an e-mail address or do not wish to provide it, enter N/A.

**Item 7:** Enter the two-letter abbreviation for the state that issued your driver’s license followed by the driver’s license number. If you do not have a driver’s license, enter N/A.

**Item 8:** Enter your U.S. citizenship status. Contact the school’s financial aid office if you are unsure of your eligibility.

**Item a:** Check this box if you are a U.S. citizen or U.S. national. A U.S. citizen includes citizens of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, and the Northern Mariana Islands. A U.S. national includes all U.S. citizens and citizens of American Samoa and Swain’s Island.

**Item b:** Check this box if you are a permanent resident/other eligible non-citizen. Write in your eight- or nine-digit Alien Registration Number. “Permanent Resident” means someone who can provide documentation of this status from the U.S. Citizenship and Immigration Services (USCIS). “Other Eligible Non-Citizen” includes individuals who can provide documentation from the USCIS that they are in the U.S. for a purpose that is not temporary, with the intention of becoming a citizen or permanent resident. This category includes refugees, persons granted asylum, Cuban-Haitian entrants, temporary residents under the Immigration Reform and Control Act of 1986, and others.

**NOTE:** If your citizenship status is not one of the categories described above, you are not eligible to receive a Federal PLUS Loan.

**Item 9:** Enter the name and address of the lender from which you wish to borrow. If you do not have a lender, contact the school’s financial aid office, a bank or other financial institution, or the guarantor or program listed on this form for information on lenders willing to make Federal PLUS Loans.

**Item 10:** Enter the lender code, if known. Otherwise, leave this item blank.

**Item 11:** It is important that the lender is able to reach you during the process of making your loan and during repayment. Enter your employer’s name and address (including number, street, suite number, city, state, and zip code). If you are self-employed, enter the name and address of your business. If you are not employed, enter N/A.

**Item 12:** Enter your work telephone number (or the number of your work cellular telephone or other wireless device). If you are self-employed, enter the telephone number of your business (or the number of your business cellular telephone or other wireless device). If you are not employed, enter N/A.

**Item 13:** Enter reference information for two adults with different addresses who do not live with you and who have known you for at least three years. References with addresses outside the U.S. are not acceptable. If you are a parent borrower, do not list the student as a reference. If a reference does not have a telephone number or e-mail address or does not wish to provide an e-mail address, enter N/A.

**Item 14:** Enter the student’s last name, first name, and middle initial.

**Item 15:** Enter the student’s Social Security Number.

**Item 16:** Enter the date of the student’s birth. Be careful not to enter the current year.

**Student Information Section**

**Item 17:** Each time you request Federal PLUS Loan funds, the school will notify you of the amount of funds you are eligible to borrow. You may decline a loan or request a lower amount by contacting your lender or the school. You should apply only for what you will need to pay your or the student’s educational costs each year. Additional information is included under “Loan Cancellation” in the Borrower’s Rights and Responsibilities Statement.

**Items 18 and 19:** Read these items carefully.

**Promise to Pay**

**Item 20:** Read the entire MPN carefully. Then complete Items 21 and 22.

**Item 21:** Sign your legal name, including your first name, middle initial, and last name.

**Item 22:** Enter the date you are signing this MPN.
Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.), and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices.

The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information, either alone or with other information, to federal or state agencies. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Financial Privacy Act Notice

Under the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401-3421), the U.S. Department of Education will have access to financial records in your student loan file maintained by the lender in compliance with the administration of the Federal Family Education Loan Program.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0069. The time required to complete this information is estimated to average 1.0 hours (60 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education
Washington, DC 20202-4537

If you have any comments or concerns regarding the status of your individual submission of this form, contact the lender, guarantor, or program identified in the upper right-hand corner of this form.
Borrower’s Rights and Responsibilities Statement

Important Notice: The Borrower’s Rights and Responsibilities Statement provides additional information about the terms and conditions of loans you receive under the Federal PLUS Loan Application and Master Promissory Note (MPN). Please keep a copy of this statement because it applies to present and subsequent loans received under the MPN. You may contact your lender at any time for another copy of this statement.

The Federal Family Education Loan Program (FFELP) includes the following loans:
- Subsidized Federal Stafford Loan (formerly known as Guaranteed Student Loan [GSL]),
- Unsubsidized Federal Stafford Loan,
- Federal Guaranteed Student Loan (FGSL),
- Federal Perkins Loan,
- Federal Supplemental Loans for Students (SL), also known as ALAS,
- Federal PLUS Loan,
- Federal Consolidation Loan.

The FFELP is authorized by Title IV, Part B of the Higher Education Act of 1965, as amended.

1. Governing Law — Loans disbursed under this MPN are subject to the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq) and applicable U.S. Department of Education regulations (collectively referred to as the “Act”). NOTE: Any change to the Act applies to loans in accordance with the effective date of the change.

2. Use of This MPN — I may receive more than one loan under this MPN over a period not to exceed 10 years. If I am a graduate or professional student, I may receive loans under this MPN for myself. If I am a parent, I may receive loans for the dependent student identified on the MPN. I may receive loans under this MPN from the original lender or from a lender who assumes the right to offer loans under this MPN, even if (or the student) change schools and even if the guarantor changes. I may request in writing that no further loans be disbursed under my MPN. If I wish to use a new lender, I must sign a new MPN. I must also sign a new MPN before receiving a new loan, if requested to do so by my lender.

3. Maximum Program Loan Amounts — I may borrow amounts under this MPN not to exceed the cost of attendance minus any financial aid that has been or will be awarded for the period of enrollment. The school determines the cost of attendance based on federal guidelines.

4. Use of Loan Money — I must use the loan money for authorized educational costs incurred by me or, if I am a parent borrower, by the student for attendance at the school that certified my eligibility for the time period shown on my disclosure statement. Authorized costs include the following:
- Tuition, Room, and Board,
- School fees,
- Books,
- Supplies,
- Equipment,
- Dependent child care,
- Transportation,
- Commuting costs,
- Rental or purchase of a personal computer,
- Origination fee and federal default fee, and/or
- Other documented, authorized costs.

5. Loan Fees — I may be charged an origination fee and/or a federal default fee for each loan made under this MPN. Neither fee may exceed the rate specified in the Act. If I am charged these fees, they will be deducted proportionately from each disbursement.

6. Disbursement of Loan Money — My loan money will be disbursed to the school by electronic funds transfer (EFT), master check (one check covering multiple students), or individual check. If my loan money is disbursed by individual check, the check will be payable to me and the school and sent to the school.

Generally, my loan money will be disbursed in multiple installments based on the academic terms at the school. If the school does not have academic terms or does not have academic terms that meet certain requirements, my loan money will generally be disbursed in at least two installments, one at the beginning and one at the midpoint of the enrollment period for the applicable loan.

If my loan money exceeds the amount owed to the school, the school will forward the remainder of my loan money to me. If I am a parent borrower, I may authorize the school to forward the remainder to the student.

If I (or the student) am enrolled in a foreign school, the loan money will be disbursed directly to the foreign school by a check made payable to me and the foreign school.

If I am a graduate or professional student and I have not previously received a Federal PLUS Loan or Direct PLUS Loan, I must receive entrance counseling before the school delivers the first disbursement of my Federal PLUS Loan.

7. Change of Status — I must notify my lender or any subsequent holder of my loan(s) if any of the following:
- I change my address, telephone number, or e-mail address,
- I change my name (for example, maiden name to married name),
- I (or the student) fail to enroll at least half time for the loan period at the school that certified my eligibility for a PLUS Loan,
- I (or the student) withdraw from school or begin attending less than half time,
- I (or the student) transfer to another school,
- I (or the student) graduate, or the expected graduation date changes,
- I change my employer or my employer’s address or telephone number changes, or
- I have any other change in status that would affect my loan status (for example, the loss of eligibility for an unemployment deferment by obtaining a job).

8. Effect of Federal Loans on Other Student Aid — Receipt of a Federal PLUS Loan may affect eligibility for other financial aid. Therefore, it may be beneficial to contact the school to determine eligibility for grants, work-study funds, subsidized loans, and other forms of student assistance before applying for a Federal PLUS Loan(s). A graduate or professional student must complete a Free Application for Federal Student Aid (FAFSA) and the school must determine the student’s eligibility for the maximum annual amount of a Federal Stafford Loan (subsidized and unsubsidized) before the student applies for a Federal PLUS Loan.

9. Interest Rates — The interest rate on a Federal PLUS Loan is a fixed rate of 8.5 percent. If I qualify under the Servicemembers Civil Relief Act, the interest rate on my loans obtained prior to military service may be limited to 6% during my military service. To receive this benefit, I must contact my loan holder for information about the documentation I must provide to show that I qualify.

10. Payment of Interest — I am responsible for payment of all interest that accrues on the unpaid principal amount of my loan(s) from the date of disbursement until the loan(s) is paid in full.

Under certain circumstances (for example, during deferment), I will not be required to make payments, but interest on my Federal PLUS Loan(s) will accrue. I may pay this interest as it accrues (for example, during an in-school deferment), or it may be capitalized (added to the principal of my loan(s)). If I inform my lender that I wish to pay interest as it accrues, but I do not submit the payments, my lender may capitalize that interest.

Capitalized interest increases the principal balance of my loan(s) and the total amount of interest I must pay.

Interest on my loan(s) may be capitalized to the extent permitted by the Act. Generally, capitalization may occur no more frequently than quarterly. (See the chart entitled, “Capitalization of Federal PLUS Loan Interest,” for further information on capitalization.) The chart entitled, “Repaying Your Loans” allow me to estimate the cost of capitalization and the effect it will have on my monthly payments. If my loan amount is not shown on the charts, I understand I must add two or more amounts together to estimate more closely my monthly interest and my monthly payment.

I may be able to claim a federal income tax deduction for interest payments I make on my FFELP loans for further information, I may refer to the IRS Publication 970, available at http://www.irs.gov.

11. Loan Cancellation — I understand that the terms of a full or partial loan cancellation depend on when I request the cancellation.

- At any time before my loan money is disbursed, I may decline all or part of my loan money by notifying my lender or the school. No origination fee, federal default fee, or interest will be charged on the loan amount that is declined.

- If the school receives the money by EFT or master check and has obtained my written confirmation of the types and amounts of federal student loans that I want to receive before crediting the loan funds to my or the student’s account, I may cancel all or a portion of that loan by informing the school within 14 days after the date the school notifies me of my right to cancel the loan, or by the first day of the school’s payment period, whichever is later. (The school can tell me the first day of the payment period.) If my school has not obtained my written confirmation of the loans I want to receive, I may cancel all or part of the loan by informing the school within 30 days of the date the school notifies me of my right to cancel the loan. If I cancel all or a portion of a loan as described in this paragraph, the school will return the cancelled amount to my lender, and the loan fees will be eliminated or reduced in proportion to the amount returned.

- At any time within 120 days of disbursement, I may pay back all or a part of that loan. The loan
fees will be reduced or eliminated in proportion to the amount returned.

12. Repayment — All of my loans made under this MPN must be repaid.

The repayment period for each loan made under this MPN begins on the date of the final disbursement for that loan. This means that each loan I receive under this MPN will start repayment on a different date. If I receive a deferment or forbearance, the first payment on each loan will be due within 60 days of the final disbursement of that loan. My lender will notify me of the date my first payment is due. My repayment schedule may include all of my FFELP loans that are owned by the lender.

I am obligated to make payments on my loan(s) even if I do not receive a billing statement or repayment notice. My minimum annual payment required on all my FFELP loans will not, unless the lender otherwise agrees, be less than $600, except during a portion of the repayment period as provided in a graduated or income-sensitive repayment plan, in an extended repayment plan with graduated payments, or in an income-based repayment plan. Notwithstanding the preceding sentence, my minimum annual scheduled payments will not be less than the amount of interest due and payable, except as provided under an income-based repayment plan.

My repayment period for each loan generally lasts at least 5 years but may not exceed 10 years (except as provided under an income-based repayment plan. Notwithstanding the preceding sentence, my minimum annual scheduled payments will not be less than the amount of interest due and payable, except as provided under an income-based repayment plan.

My repayment period for each loan made under this MPN must be repaid.

13. Sale or Transfer of Loan(s) — The lender may sell or otherwise transfer one or all of my loans without my consent. If ownership of a loan is transferred and the entity to which I must make payments changes, I will be notified of that entity’s name, address and telephone number, the effective date of the sale or transfer, and the date when I must begin sending payments to that entity. Sale or transfer of my loan(s) does not affect my rights and responsibilities under such loan(s). If the lender sells my loan(s) to another originating lender, the lender may also transfer the right to offer subsequent loans under the MPN to such purchaser. I always have the right to terminate a lender’s ability to make loans to me under this MPN by written notice to the lender.

14. Loan Discharge — My loan(s) will be discharged if acceptable documentation of my death or the death of the student for whom I acquired a loan is submitted to my lender. My loan(s) may also be discharged if I become totally and permanently disabled as defined by the Act and meet certain other requirements. My loan(s) will not automatically be discharged in bankruptcy. In order to discharge a loan(s) in bankruptcy, I must prove undue hardship in an adversary proceeding before the bankruptcy court.

In certain cases, the Act provides for loan discharge if I (or the student) could not complete a course of study because the school closed, if my loan eligibility was falsely certified by the school, or if a loan in my name was falsely certified as a result of a crime of identity theft. The Act also provides for loan discharge in the amount of any required refund that the school did not make to my loan holder on my behalf. Neither the lender, the guarantor, nor the Department of Education vouches for the quality or suitability of the academic programs offered by participating schools. Unless I qualify for loan discharge under the Act, I must repay the loan(s) even if I (or the student)

### Capitalization of Federal PLUS Loan Interest

**What is Capitalization?**

Capitalization is a process whereby a lender adds unpaid interest to the principal balance of a loan(s). I am responsible for paying the interest due on my Federal PLUS Loan(s) from the date the lender disburses the loan funds until the loan(s) is paid in full.

If I am granted a deferment or forbearance and I choose to defer and capitalize interest charges, the principal balance of my loan(s) will increase each time my lender capitalizes unpaid interest. As a result, I will pay more interest charges over the life of the loan(s). When I resume repaying my loan(s), my monthly payment amount may be higher or, if my loan(s) is subject to the $50 minimum payment, I may be required to make more payments.

I should contact my lender if I have any questions or need more information.

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This chart compares the monthly payments on a loan(s) where interest is paid while the loan is in a deferment or forbearance status and a loan(s) where the interest is capitalized. This example uses an interest rate of 8.5% and represents the loan amount outstanding when the borrower first enters repayment. This is an estimate only. The actual interest capitalized will depend on factors such as disbursement date, number of disbursements, and the frequency of capitalization. The estimate of interest capitalized in these examples is based on quarterly capitalization over a 12-month period.

<table>
<thead>
<tr>
<th>Treatment of Interest</th>
<th>Loan Amount</th>
<th>Capitalized Interest for 12 Months</th>
<th>Principal to Be Repaid</th>
<th>Monthly Payment</th>
<th>Number of Payments</th>
<th>Total Amount Repaid</th>
</tr>
</thead>
<tbody>
<tr>
<td>When you pay the interest</td>
<td>$15,000</td>
<td>$0</td>
<td>$15,000</td>
<td>$186</td>
<td>120</td>
<td>$23,593*</td>
</tr>
<tr>
<td>When you don’t pay the interest</td>
<td>$15,000</td>
<td>$1,316</td>
<td>$16,316</td>
<td>$202</td>
<td>120</td>
<td>$24,276</td>
</tr>
</tbody>
</table>

*Total amount repaid includes $1,275 of interest paid by the borrower during the 12-month period of deferment or forbearance.

**Results:** During repayment, you may pay $16 less per month and $683 less over the lifetime of your loan(s) when you pay the interest as it is charged.
do not complete the education paid for with the loan(s), am unable to obtain employment in the field of study for which the school provided training, or am dissatisfied with, or do not receive, the education paid for with the loan(s).

For additional information, I should contact my lender or guarantor.

15. Consequences of Default — Default is defined in detail in my MPN. If I default, the entire unpaid balance and collection fees on the applicable loan(s) will become immediately due and payable. Failure to repay any loan made under this MPN may result in any or all of the following:

- Loss of federal and state income tax refunds,
- Loss of other federal or state payments,
- Legal action against me,
- Collection charges (including attorney fees) being assessed against me,
- Loss of my professional license,
- An increase in my interest rate,
- Loss of eligibility for other student aid and assistance under most federal benefit programs,
- Loss of eligibility for loan deferrals, refinancing, and consolidation programs,
- Negative credit reports to consumer reporting agencies,
- Assignment of my loan to the Department, and/or
- My employer withholding part of my wages to give them to my guarantor or the Department (administrative wage garnishment).

16. Consumer Reporting Agency Notification — Information concerning the amount, disbursement, and repayment status (current or delinquent) of my loan(s) will be reported by my lender to one or more national consumer reporting agencies on a regular basis. My loan(s) will be identified as an education loan(s). If I default on any loan(s) made under this MPN, the default will also be reported by the guarantor to all national consumer reporting agencies. Before any guarantor reports such a default, it will give me at least 30 days notice that default information will be disclosed to the consumer reporting agencies unless I enter into a repayment arrangement within 30 days of the date on the notice. The guarantor will give me a chance to ask for a review of the debt(s) before the default is reported. My lender or guarantor, as applicable, must provide a timely response to a request from any consumer reporting agency regarding objections I might raise with that agency about the accuracy and completeness of information reported by the lender or guarantor.

17. Special Repayment Arrangements — A Federal Consolidation Loan Program is available under which I may consolidate federal education loans received from different lenders, the same lender, and/or under different federal education loan programs into one loan. Depending on the amount I borrow, this program may result in an extension of my repayment period. Consolidation permits multiple debts to be combined into one monthly payment. For additional information, I should contact my lender or guarantor.

I may consolidate my FFELP loans into the Direct Loan Program to take advantage of the no accrual of interest benefit for active duty service members. No interest will be charged on the portion of my Direct Consolidation Loan that repaid FFELP or Direct Loan Program loans first disbursed on or after October 1, 2008 during periods of qualifying active duty military service (for up to 60 months).

The Act may provide for certain loan forgiveness or repayment benefits on my loans in addition to the benefits described in this MPN. If other forgiveness or repayment options become available, my loan holder will provide information about these benefits.

Under certain circumstances, military personnel may have their federal education loan(s) repaid by the Secretary of Defense. I should address any questions to the local service recruiter. This is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces.

Other agencies of the federal government may also offer student loan repayment programs as an incentive to recruit and retain employees. I should contact the agency’s human resources department for more information.

18. Deferrals — Under certain circumstances, I have a right to defer (postpone) repayment. The types of deferrals that are available to me generally depend on when I first obtained a FFELP loan. Upon request, my lender will provide me with a deferment application that explains the eligibility requirements. If I am in default on a loan, I am not eligible for a deferment on that loan.

Deferral of repayment for loans made under this MPN is available:

- While I am enrolled at least half time at an eligible school.
- During the 6-month period after I cease to be enrolled at least half time.
- While the student for whom I obtained a loan is enrolled at least half time at an eligible school.
- During the 6-month period after the student for whom I obtained a loan ceases to be enrolled at least half time.
- While I am engaged in a full-time course of study in a graduate fellowship program.
- While I am engaged in a full-time rehabilitation training program for individuals with disabilities (if the program is approved by the Department of Education).
- While I am conscientiously seeking, but unable to find, full-time employment (for up to three years).
- While I am experiencing an economic hardship as determined by federal law (for up to three years).
- While I am serving on active duty during a war or other military operation or national emergency and, if I was serving on or after October 1, 2007, for an additional 180-day period following the demobilization date for my qualifying service, or
- If I am a member of the National Guard or other reserve component of the U.S. Armed Forces (current or retired) and I am called or ordered to active duty while I am enrolled at least half time at an eligible school or within 6 months of having been enrolled at least half time, during the 13 months following the conclusion of my active duty service, or until I return to enrolled student status on at least a half-time basis, whichever is earlier.

For in-school deferments based on my enrollment status and (if I am a graduate or professional student) for the 6-month period after I cease to be enrolled at least half time, my lender will process the deferment based on (i) my request along with documentation verifying my eligibility, or (ii) the lender’s receipt of a school certification of eligibility in connection with a new loan, or (iii) the lender’s receipt of a student status information indicating that I am enrolled on at least a half-time basis. If my lender processes a deferment based on (i) or (ii), I will be notified of the deferment and will have the option of canceling the deferment and continuing to make payments on my loan(s).

For all other deferments, I must provide my lender with a deferment request (or, for a deferment based on active duty or qualifying National Guard duty during a war or other military operation or national emergency, a representative may request the deferment on my behalf). I must also provide information and documentation that establishes my eligibility, except in certain circumstances when my lender may establish my eligibility by confirming I have received a deferment on another FFELP loan or on a Direct Loan.

NOTE: If at the time I obtain a loan under this MPN I have an outstanding balance on a FFELP loan disbursed before July 1, 1993, information on deferment conditions that apply will be found in my earlier promissory note materials.

19. Forbearance — If I am unable to make any scheduled loan payment(s), the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan(s). Allowing me to do so is called a forbearance. Interest continues to accrue during a forbearance period. The lender may grant me a forbearance due to poor health or other acceptable reasons.

My lender is generally not required to grant a forbearance and may require me to provide my reasons for the request and other information.

The lender may grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled installment payments. My lender may grant me an administrative forbearance for up to 60 days in order to collect and process documentation supporting my request for a deferment, forbearance, change in repayment plan, consolidation, or discharge.

Circumstances that require my lender to grant me a forbearance, if I provide appropriate documentation, include:

- Serving in a medical or dental internship or residency program, if I meet certain criteria.
- Serving in a national service position for which I receive a national service education award under the National and Community Service Trust Act of 1993. In some cases, the interest that accrues on a qualified loan during the service period will be paid by the Corporation for National and Community Service.
- Qualifying for partial repayment of my loans under the Student Loan Repayment Program, as administered by the Department of Defense.
- Having a monthly debt burden for Title IV loans that collectively equals or exceeds 20% of my total monthly gross income (for up to three years).
- Being called to active duty in the U.S. Armed Forces.

For additional information, I should contact my lender.
Follow these steps to estimate your loan payment.

### Step 1: Calculate Your Monthly Interest Charges
Round your Federal PLUS Loan balance up to the nearest $500. If your loan amount is not on the table, follow the example below to estimate your monthly accrued interest.

**Example:**
Federal PLUS Loan of $5,479 at 8.5% interest.
Round up to nearest $500 = $5,500.

- $5,000 = $35.42/month
- $500 = $3.54/month
- $5,500 = $38.96/month*

Your monthly interest $__________.

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>Estimated Monthly Interest (8.5%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 500</td>
<td>$ 3.54</td>
</tr>
<tr>
<td>$ 1,000</td>
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<td>$ 25,000</td>
<td>$ 177.08</td>
</tr>
</tbody>
</table>

### Step 2: Estimate Your Capitalized Interest
Complete this step only if you will capitalize interest on a Federal PLUS Loan. **This is an estimate only:** Actual interest capitalized will depend on factors such as disbursement dates, number of disbursements, and the frequency of capitalization.

Example:  
857.12 $ X 22 = $857.12

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>Estimated Monthly Interest (From Step One)</th>
<th>Number of Months in Deferment or Forbearance</th>
<th>Estimate of Capitalized Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example</td>
<td>$38.96</td>
<td>X</td>
<td>$857.12</td>
</tr>
</tbody>
</table>

Your capitalized interest $__________ X __________ = $__________

### Step 3: Estimate Your Monthly Payment
Round your loan balance up to the nearest $500. If your principal amount is not on the table, follow the example below to estimate your monthly payment. If you previously had interest capitalized, add it to the outstanding loan amount to get the new principal amount.

**Example:**
Federal PLUS Loan of $6,357.12 ($5,500.00 + $857.12) at 8.5% interest.
Round up to nearest $500 = $6,500.

- $6,000 = $74.39/month
- $500 = $6.20/month

- $6,500 = $80.59/month

Estimated monthly payment = $80.59

*Minimum monthly payment = $50 or amount of interest accruing each month.

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>Estimate of Capitalized Interest (From Step Two)</th>
<th>New Principal Balance</th>
<th>Estimated Monthly Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example</td>
<td>$5,500</td>
<td>$857.12</td>
<td>$6,357.12</td>
</tr>
<tr>
<td>Your Monthly Payment</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
</tr>
</tbody>
</table>
Federal Family Education Loan Program (FFELP)

Endorser Addendum to Federal PLUS Loan Application and Master Promissory Note (MPN)

Notice to Endorser

This is an addendum to the MPN signed by the borrower of the Federal PLUS Loan. The borrower may be either a graduate or professional student or the parent of a dependent undergraduate student. If the borrower is the parent of a dependent undergraduate student, references to "student" in this addendum mean the dependent undergraduate student identified in Section B., Item 16. By signing this addendum, you are agreeing to repay only the loan that is identified in Section B of this addendum, if the borrower does not repay the loan. No additional loans may be made to the borrower under this MPN. The Endorser Addendum contains the terms and conditions of the MPN signed by the borrower and the Borrower's Rights and Responsibilities Statement (Endorser's Copy). As an endorser, you are not entitled to all of the same benefits as a Federal PLUS Loan borrower. For complete information regarding your rights and responsibilities as an endorser, please read the Borrower's Rights and Responsibilities Statement (Endorser's Copy).

Section A. Endorser Section

Print using a dark ink ballpoint pen or type. Read the instructions carefully.

1. Last Name
2. Social Security Number
3. Permanent Address (See instructions.)
4. Area Code/Telephone Number
5. Date of Birth (mm-dd-yyyy)
6. E-mail Address
7. Driver's License State and Number

8. U.S. Citizenship Status (Check a or b, and if b is checked, list Registration Number.)
   a. Citizen/National
   b. Permanent Resident/Other Eligible Non-Citizen
      If "b," Alien Registration Number

9. Employer Name, Address, City, State, Zip Code
10. Work Area Code/Telephone Number

11. Endorser References: You must provide two separate references with different U.S. addresses who do not live with you and who have known you for at least three years. Do not list either the PLUS Loan borrower or the student as a reference.

   A. Name
   B. Name

   Permanent Address
   City, State, Zip Code
   E-mail Address
   Area Code/Telephone Number
   Relationship to Endorser

Section B. Loan Description

To be completed by the lender, endorser, and/or borrower.

12. Borrower Name (last, first, Mi)
13. Borrower Social Security Number
14. Requested PLUS Loan Amount
15. Date Borrower Signed MPN (mm-dd-yyyy)
16. Student Name (last, first, Mi)
17. Student Social Security Number
18. Name and Address of School
19. Endorser Signature
20. Today's Date (mm-dd-yyyy)

Section C. Endorser Certifications and Authorizations

I authorize the lender, the guarantor, or their agents to investigate my credit record and report information concerning my credit to persons and organizations permitted by law to receive such information.

I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding the loan for which I am serving as an endorser, including repayment of the loan, at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Under penalty of perjury, I certify that the information contained in the Endorser Section of this Addendum is true, complete, and correct. If I am the endorser for the parent of a dependent undergraduate student, I further certify that I am not the student on whose behalf the parent borrower is requesting the Federal PLUS Loan.

Endorser Promise to Pay

Read carefully before signing below.

In this addendum, "lender" refers to, and this addendum benefits, the original lender and its successors and assigns, including any subsequent holder of this addendum and MPN.

Although I will not personally receive any loan proceeds, I promise to pay to the order of the lender the full amount of the loan described above and disbursed under the MPN signed by the borrower, plus interest and other charges and fees that may become due, if the borrower does not repay the loan upon demand by the lender. If this debt is ever in default, I will pay reasonable collection costs, including, but not limited to, attorney fees, court costs, and other fees.

I understand that the lender can use the same collection methods against me that can be used against the borrower, such as suing me, garnishing my wages, etc. I understand that if this debt is ever in default that fact will become part of my credit record.

I understand that this is an addendum to the MPN. I will not sign this addendum before reading it and the entire MPN, even if I am told not to read it, or told that I am not required to read it. I am entitled to a copy of this addendum and a copy of the Federal PLUS Borrower's Rights and Responsibilities Statement. My signature certifies I have read, understand, and agree to the terms and conditions of this addendum, the MPN, and the Borrower's Rights and Responsibilities Statement, as applicable.

I UNDERSTAND THIS IS A FEDERAL LOAN THAT I MUST REPAY IF THE BORROWER DOES NOT.
Endorser Addendum to Federal PLUS Loan Application and Master Promissory Note (MPN) (continued)

Governing Law

The terms of this MPN will be interpreted in accordance with the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), the U.S. Department of Education’s (the Department’s) regulations, as they may be amended in accordance with their effective date, and other applicable federal statutes and regulations (collectively referred to as the “Act”), and the guarantor’s policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this MPN.

Disclosure of Terms

Loans disbursed under this MPN are subject to the loan limits specified in the Act. Under this MPN, 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 as provided below).

My lender will determine whether to make any loan under this MPN after my eligibility is determined by the school. At or before the time of the first disbursement for each loan, a disclosure statement will be provided to me identifying the amount of the loan and additional terms of the loan. Important additional information is also disclosed in the Borrower’s Rights and Responsibilities Statement accompanying this MPN. The Borrower’s Rights and Responsibilities Statement and any disclosure statement I receive in connection with any loan under this MPN are hereby incorporated into this MPN. If the information in this MPN conflicts with information in the disclosure, the specific terms and information in the disclosure apply to my loan.

I may request additional loan funds for my or the student’s educational costs. The school will determine my eligibility and notify the lender. I will be notified of any increase or other change in the amount of my loan(s).

I agree that the lender may sell or assign this MPN and/or my loan(s) and acknowledge that any loan may be assigned independently of any other loan to which this MPN applies. I agree that each loan is separately enforceable based on a true and exact copy of this MPN. I understand that my lender may use a servicer to handle billing and other communications related to my loan.

Loan Cancellation

I may pay back all or a part of a disbursement within time frames set by the Act and explained in the Borrower’s Rights and Responsibilities Statement or other disclosure I receive at or before disbursement. In such case, any origination fee and federal default fee will be reduced or eliminated in proportion to the amount of the disbursement returned. I will not incur interest charges if I return the full loan amount as provided in the Act.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) is that specified in the Act. Interest rate information is presented in the Borrower’s Rights and Responsibilities Statement accompanying this MPN. The interest rate for each loan is presented in a disclosure that is issued to me.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the entire principal balance is paid in full. This includes interest accruing during any period of deferment or forbearance. I agree to pay all interest charges on my loan(s).

I will begin paying interest upon disbursement of my loan. If I do not make required payments of interest before the beginning or resumption of principal repayment, or during a period of authorized deferment or forbearance, I agree that the lender may capitalize such interest to the extent permitted by the Act.

Origination Fee and Federal Default Fee

An origination fee is charged and a federal default fee may be charged for each loan made under this MPN. The Act specifies the maximum amount of each fee and authorizes both fees to be deducted from my loan amount. The fees are charged and identified in the disclosure statement, will be deducted proportionately from each disbursement of my loan(s). I understand the origination and federal default fees may be refundable only to the extent permitted by the Act.

Late Charges and Collection Costs

The lender may collect from me: (i) a late charge for each late installment payment if I do not make any part of a required installment payment within 15 days after the date it becomes due, and (ii) any other charges and fees that are permitted by the Act for the collection of my loan(s). If I default on any loan(s), I will pay reasonable collection fees and costs, plus court costs and attorney fees.

Repayment

I must repay the full amount of the loan(s) made under this MPN and accrued interest. I will repay the principal of each loan in periodic installments during a repayment period that begins on the day of the final disbursement for that loan.

My lender must provide me with a choice of repayment plans consistent with the provisions of the Act. My repayment period for each loan generally lasts at least 5 years but may not exceed 10 years (except under an extended or income-based repayment plan). The maximum period for repaying a loan does not include periods of deferment or forbearance.

The lender will provide me with a repayment schedule that identifies my payment amounts and due dates. Except as otherwise provided in the Act, the minimum annual payment required on all my FFELP loans is $600 or the amount of interest due and payable, whichever is larger. Payments submitted by me or on my behalf (exclusive of refunds) may be applied first to charges and collection costs that are due, then to accrued interest that has not been capitalized, and finally to the principal amount, except during periods of repayment under an income-based repayment plan, when payments will be applied first to interest due, then to fees due, and then to the principal amount.

If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan(s). Allowing me to temporarily delay or reduce loan payments is called forbearance. The lender may charge any other charges due on my loans or grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loan(s) at any time without penalty. If I do not specify which loan(s) I am prepaying, the lender will determine how to apply the prepayment in accordance with the Act. Upon payment in full of each loan under this MPN, I agree to accept written notification of such loan payoff in place of receiving the original MPN.

Acceleration and Default

At the option of the lender, the entire unpaid balance of a loan made under this MPN will become immediately due and payable if any one of the following events occurs regarding that loan: (i) I (or the student) do not enroll as at least a half-time student at the school that certified my loan eligibility, (ii) I do not use the proceeds of the loan solely for my or the student’s educational costs, (iii) I make a false representation that results in my receiving a loan for which I am not eligible, or (iv) I default on the loan.

The following events will constitute a default on a loan: (i) I do not pay the entire unpaid balance of the applicable loan after the lender has exercised its option under items (i), (ii), or (iii) in the preceding paragraph; (ii) I do not make installment payments when due, provided my failure has persisted for at least 270 days for payments due monthly or 330 days for payments due less frequently than monthly; or (iii) I do not comply with other terms of the loan, and the lender or guarantor reasonably concludes I no longer intend to honor my repayment obligation. If I default, the guarantor may purchase my loan(s) and capitalize all outstanding interest into a new principal balance. The new principal balance and collection fees will become immediately due and payable.

If I default, the default will be reported to all national consumer reporting agencies and will significantly and adversely affect my credit history. I understand that a default will have additional adverse consequences to me as disclosed in the Borrower’s Rights and Responsibilities Statement. Following default, the loan(s) may be subject to income-based or income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Legal Notices

Any lender holding a loan made under this MPN is subject to all claims and defenses that I could assert against the school with respect to that loan if (i) the loan was made by the school or a school-affiliated organization, (ii) the lender who made the loan provided an improper inducement (as defined by the Act) to the school or to any other party in connection with the making of the loan, (iii) the school refers loan applicants to the lender, or (iv) the school is affiliated with the lender by common control, contract, or business arrangement. My recovery under this provision will not exceed the amount I paid on the loan.

Information about my loan(s) will be submitted to the National Student Loan Data System (NSLDS). Information in NSLDS is accessible to schools, lenders, and guarantors for specific purposes as authorized by the Department.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce the applicable loan(s) in the county in which the guarantor’s office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is either postmarked no later than 30 days after I receive a notice of the suit, the guarantor will either have the court transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if sent by first class mail to the last address the lender has for me or by electronic means to an address that I have provided. I will immediately notify the lender of any change of address or status as specified in the Borrower’s Rights and Responsibilities Statement.

Failure by the lender to enforce or insist on compliance with any term of this MPN will not be a waiver of any right of the lender. No provision of this MPN may be modified or waived except in writing. If any provision of this MPN is determined to be unenforceable, the remaining provisions remain in force.
### Federal Family Education Loan Program (FFELP)

#### Endorser Addendum to Federal PLUS Loan Application and Master Promissory Note (MPN)

#### Instructions and Notices

**Section A. Endorser Section**

The Federal PLUS Loan Program allows a graduate or professional student or the parent(s) of a dependent undergraduate student to borrow a Federal PLUS Loan. By completing an MPN, the borrower may obtain multiple PLUS Loans for himself/herself or for the same student over a maximum 10-year period.

If the borrower is ineligible for a Federal PLUS Loan because of an adverse credit history, the borrower must obtain an endorser to receive the loan, unless the borrower documents to the satisfaction of the lender that extenuating circumstances exist. An endorser is someone who agrees to repay the loan if the borrower fails to do so. If the borrower is the parent of a dependent undergraduate student, the endorser may not be the student on whose behalf the loan is being made. The endorser must be a U.S. citizen, permanent resident or other eligible noncitizen, and must not have an adverse credit history. If the borrower secures an endorser for the Federal PLUS Loan, he or she is not eligible for the multi-loan feature of the MPN. In this case, the borrower must sign a new MPN and an endorser must sign a new Endorser Addendum for each loan requested during the period in which the borrower has an adverse credit history.

Lenders participating in the Federal PLUS Loan Program may elect whether to make loans with endorsers. Check with the lender for information on its endorser policies.

If you are willing to serve as an endorser for the borrower identified in Section B, read, complete, and return this form to the lender, guarantor, or program identified in the upper right hand corner of this form. If you have questions regarding this form, contact the lender, guarantor, or program.

Print using a dark ink ballpoint pen or type. Do not complete this form in pencil. If you are making several copies, press firmly on a hard surface. If an item has been completed for you and is incorrect, cross out the incorrect information and print the correct information. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 1982 = 06-24-1982. Incorrect, incomplete, or illegible information may cause the loan to be delayed.

**Section B. Loan Description**

This Endorser Addendum refers to the loan and supporting MPN identified in this section.

**Note:** Items 12-18 may be prefilled by the lender. Be sure to review this information for accuracy and completeness. If you do not agree to endorse the full amount the borrower requested, reduce the amount in Item 14, and initial the change. Go to Item 19 and finish completing the form.

**Endorser Promise to Pay**

By signing, you:

a) Acknowledge that you have read, understand, and agree to the provisions in the Endorser Addendum, and

b) Agree to repay the loan in full according to the terms and conditions of this Addendum if the borrower does not.

**Item 1:** Enter or correct your last name, first name, and middle initial.

**Item 2:** Enter or correct your Social Security Number. An application without the endorser’s Social Security Number will not be processed. Read the Privacy Act and Financial Privacy Act Notices in these instructions before completing this item.

**Item 3:** Enter your permanent address (number, street, apartment number) or rural route number and box number, then city, state, and zip code. If your mailing address is a post office box or general delivery, you must list both your mailing address and your street address or your rural route number and box number. If you do not have a permanent street address or rural route number and box number, provide the physical location of your residence.

**Item 4:** Enter the area code and telephone number at which you can most easily be reached. (Do not list your work telephone number here.) If you do not have a telephone, enter N/A.

**Item 5:** Enter the date of your birth. Be careful not to enter the current year.

**Item 6:** Enter your preferred e-mail address for receiving communications. You are not required to provide this information. If you do, the lender or holder of your loan(s) may use your e-mail address to communicate with you. If you do not have an e-mail address or do not wish to provide it, enter N/A.

**Item 7:** Enter the two-letter abbreviation for the state that issued your driver’s license followed by the driver’s license number. If you do not have a driver’s license, enter N/A.

**Item 8:** Indicate your U.S. citizenship status.

**Item a:** Check this box if you are a U.S. citizen or U.S. national. A U.S. citizen includes citizens of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, and the Northern Mariana Islands. A U.S. national includes all U.S. citizens and citizens of American Samoa and Swain’s Island.

**Item b:** Check this box if you are a permanent resident/other eligible non-citizen. Write in your eight- or nine-digit Alien Registration Number. “Permanent Resident” means someone who can provide documentation of this status from the U.S. Citizenship and Immigration Services (USCIS). “Other Eligible Non-Citizen” includes individuals who can provide documentation from the USCIS that they are in the U.S. for a purpose that is not temporary, with the intention of becoming a citizen or permanent resident. This category includes refugees, persons granted asylum, Cuban-Haitian entrants, temporary residents under the Immigration Reform and Control Act of 1986, and others.

**NOTE:** If your citizenship status is not one of the categories described above, you are not eligible to be an endorser.

**Item 9:** It is important that the lender is able to reach you during the process of making this loan and during repayment. Enter your employer’s name and address (including number, street, suite number, city, state, and zip code). If you are self-employed, enter the name and address of your business. If you are not employed, enter N/A.

**Item 10:** Enter your work telephone number (or the number of your work cellular telephone or other wireless device). If you are self-employed, enter the telephone number of your business (or the number of your business cellular telephone or other wireless device). If you are not employed, enter N/A.

**Item 11:** Enter reference information for two adults with different addresses who do not live with you and who have known you for at least three years. References with addresses outside the U.S. are not acceptable. Do not list either the PLUS Loan borrower or the student as a reference. If a reference does not have a telephone number or e-mail address or does not wish to provide an e-mail address, enter N/A. If you provide an e-mail address for a reference, the lender or holder of your loan(s) may use it to communicate with the reference. All items must be completed or your loan will be delayed.

**Item 12:** Enter the borrower’s last name, first name, and middle initial. The borrower may be either a graduate or professional student or the parent of a dependent undergraduate student.

**Item 13:** Enter the borrower’s Social Security Number.

**Item 14:** Enter the maximum amount of Federal PLUS Loan the borrower requested.

The borrower’s requested loan amount is the maximum loan amount that can be approved unless the amount the endorser agrees to is less than the borrower’s request.

**Item 15:** Enter the date the borrower signed the MPN.

**Note:** Complete Items 16 and 17 only if you are an endorser for the parent of a dependent undergraduate student.

**Item 16:** Enter the dependent undergraduate student’s last name, first name, and middle initial.

**Item 17:** Enter the student’s Social Security Number.

**Item 18:** Enter the name and city/state of the school the student will attend (or is attending).

**Item 19:** Sign your legal name, including your first name, middle initial, and last name.

**Item 20:** Enter the date you are signing this Addendum.
Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b).

Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies that require disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Financial Privacy Act Notice

Under the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401-3421), the U.S. Department of Education will have access to financial records in your student loan file maintained by the lender in compliance with the administration of the Federal Family Education Loan Program.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0069. The time required to complete this information is estimated to average 1.0 hours (60 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education
Washington, DC 20202-4537

If you have any comments or concerns regarding the status of your individual submission of this form, contact the lender, guarantor, or program identified in the upper right-hand corner of this form.
Borrower’s Rights and Responsibilities Statement (Endorser's Copy)

Important Notice: The Borrower’s Rights and Responsibilities Statement (Endorser’s Copy) provides additional information about the terms and conditions of the loan the borrower receives under the Federal PLUS Loan Application and Master Promissory Note (MPN). Please keep a copy of this statement. You may contact your lender at any time for another copy of this statement.

Note to Endorser: If you are the endorser of a Federal PLUS Loan, you are not entitled to all of the same benefits as a Federal PLUS Loan borrower, and not all of the terms and conditions of a Federal PLUS Loan apply to you. However, you should read the entire Borrower’s Rights and Responsibilities Statement. Important information that applies to you as an endorser has been highlighted.

The Federal Family Education Loan Program (FFELP) includes the following loans:
- Subsidized Federal Stafford Loan (formerly known as Guaranteed Student Loan [GSL]),
- Unsubsidized Federal Stafford Loan,
- Federal Insured Student Loan (FISL),
- Federal Supplemental Loans for Students (SLS), also known as ALAS,
- Federal PLUS Loan,
- Federal Consolidation Loan.

The FFELP is authorized by Title IV, Part B of the Higher Education Act of 1965, as amended.

1. Governing Law — Loans disbursed under this MPN are subject to the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.) and applicable U.S. Department of Education regulations (collectively referred to as the “Act”). NOTE: Any change to the Act applies to loans in accordance with the effective date of the change.

2. Use of This MPN — I may receive more than one loan under this MPN even a period not to exceed 10 years. If I am a graduate or professional student, I may receive loans under this MPN for myself. If I am a parent, I may receive loans for the dependent student identified on the MPN. I may receive loans under this MPN from the original lender or from a lender who assumes the right to offer loans under this MPN, even if I (or the student) change schools and even if the guarantor changes. I may request in writing that no further loans be disbursed under my MPN. If I wish to use a new lender, I must sign a new MPN. I must also sign a new MPN before receiving a new loan, if requested to do so by my lender.

3. Maximum Program Loan Amounts — I may borrow amounts under this MPN not to exceed the cost of attendance minus any financial aid that has been or will be awarded for the period of enrollment. The school determines the cost of attendance based on federal guidelines.

4. Use of Loan Money — I must use the loan money for authorized educational costs incurred by me or, if I am a parent borrower, by the student for attendance at the school that certified my eligibility for the time period shown on my disclosure statement. Authorized costs include the following:
- Tuition,
- Room,
- Board,
- School fees,
- Books,
- Supplies,
- Equipment,
- Dependent child care,
- Transportation,
- Commuting costs,
- Rental or purchase of a personal computer,
- Origination fee and federal default fee, and/or
- Other documented, authorized costs.

5. Loan Fees — I may be charged an origination fee and/or a federal default fee for each loan made under this MPN. Neither fee may exceed the rate specified in the Act. If I am charged these fees, they will be deducted proportionately from each disbursement.

6. Disbursement of Loan Money — My loan money will be disbursed to the school by electronic funds transfer (EFT), master check (one check covering multiple students), or individual check. If my loan money is disbursed by individual check, the check will be payable to me and the school and sent to the school.

Generally, my loan money will be disbursed in multiple installments based on the academic terms at the school. If the school does not have academic terms or does not have academic terms that meet certain requirements, my loan money will generally be disbursed in at least two installments, one at the beginning and one at the midpoint of the enrollment period for the applicable loan.

If my loan money exceeds the amount owed to the school, the school will forward the remainder of my loan money to me. If I am a parent borrower, I may authorize the school to forward the remainder to the student.

If I (or the student) am enrolled in a foreign school, the loan money will be disbursed directly to the foreign school by a check made payable to me and the foreign school.

If I am a graduate or professional student and I have not previously received a Federal PLUS Loan or Direct PLUS Loan, I must receive entrance counseling before the school delivers the first disbursement of my Federal PLUS Loan.

7. Change of Status — I must notify my lender or any subsequent holder of my loan(s) of any of the following:
- I change my address, telephone number, or e-mail address,
- I change my name (for example, maiden name to married name),
- I (or the student) fail to enroll at least half time for the loan period at the school that certified my eligibility for a PLUS Loan,
- I (or the student) withdraw from school or begin attending less than half time,
- I (or the student) transfer to another school,
- I (or the student) graduate, or the expected graduation date change,
- I change my employer or my employer’s address or telephone number changes, or
- I have any other change in status that would affect my loan status (for example, the loss of eligibility for an unemployment deferment by obtaining a job).

Note to Endorser: You must notify the lender if you change your address, telephone number, e-mail address, name, or employer, or if your employer’s address or telephone number changes.

8. Effect of Federal Loans on Other Student Aid — Receipt of a Federal PLUS Loan may affect eligibility for other financial aid. Therefore, it may be beneficial to contact the school to determine eligibility for grants, work-study funds, subsidized loans, and other forms of student assistance before applying for a Federal PLUS Loan(s). A graduate or professional student must complete a Free Application for Federal Student Aid (FASFA) and the school must determine the student’s eligibility for the maximum annual amount of a Federal Stafford Loan (subsidized and unsubsidized) before the student applies for a Federal PLUS Loan.

9. Interest Rates — The interest rate on a Federal PLUS Loan is a fixed rate of 8.5 percent. If I qualify under the Servicemembers Civil Relief Act, the interest rate on my loans obtained prior to military service may be limited to 6% during my military service. To receive this benefit, I must contact my loan holder for information about the documentation I must provide to show that I qualify.

Note to Endorser: You are not eligible for the reduced interest rate described above unless you qualify under the Servicemembers Civil Relief Act based on your own military service.

10. Payment of Interest — I am responsible for payment of all interest that accrues on the unpaid principal amount of my loan(s) from the date of disbursement until the loan(s) is paid in full.

Under certain circumstances (for example, during deferment) I will not be required to make principal payments, but interest on my Federal PLUS Loan(s) will accrue. I may pay this interest as it accrues (for example, during an in-school deferment) or it may be capitalized (added to the principal of my loan(s)). If I inform my lender that I wish to pay interest as it accrues, but I do not submit the payments, my lender may capitalize that interest. If I inform my lender that I do not wish to pay interest as it accrues, my lender may capitalize that interest.

Capitalized interest increases the principal balance of my loan(s) and the total amount of interest I must pay.

Interest on my loan(s) may be capitalized to the extent permitted by the Act. Generally, capitalization may occur no more frequently than quarterly. (See the chart entitled, “Capitalization of Federal PLUS Loan Interest,” for further information on capitalization.) The charts entitled, “Repaying Your Loans” allow me to estimate the cost of capitalization and the effect it will have on my monthly payments. If my loan amount is not shown on the charts, I understand I must add two or more amounts together to estimate more closely my monthly interest and my monthly payment.

I may be able to claim a federal income tax deduction for interest payments I make on my FFELP loans. For further information, I may refer to the IRS Publication 970, available at http://www.irs.gov.

11. Loan Cancellation — I understand that the terms of a full or partial loan cancellation depend on when I request the cancellation.

- At any time before my loan money is disbursed, I may decline all or part of my loan money by notifying my lender or the school. No origination fee, federal default fee, or interest will be charged on the loan amount that is declined.

- If the school receives the money by EFT or master check and has obtained my written confirmation of the types and amounts of federal student loans that I want to receive before crediting the loan funds to my or the student's account, I may cancel all or a portion of that loan by informing the school within 14 days after the date the school notifies me of my right to cancel the loan, or by the first day of the school’s payment period, whichever is later. (The school can tell me the first day of the payment period.) If the school has not obtained my written confirmation of the loans I want to receive, I may cancel all or part of the loan by informing the school within 30 days of the date the school notifies me of my right to cancel the loan. If I cancel all or a portion of a loan as described in this paragraph, the school will return the cancelled amount to my lender, and the loan fees will be eliminated or reduced in proportion to the amount returned.
At any time within 120 days of disbursement, I may pay back all or a part of that loan. The loan fees will be reduced or eliminated in proportion to the amount returned.

12. Repayment — All of my loans made under this MPN must be repaid.

The repayment period for each loan made under this MPN begins on the date of the final disbursement for that loan. This means that each loan I receive under this MPN will start repayment on a different date. Unless I qualify for a deferment or forbearance, my first payment on each loan will be due within 60 days of the final disbursement of that loan. My lender will notify me of the date my first payment is due. My repayment schedule may include all of my FFELP loans that are owned by the lender.

I am obligated to make payments on my loan(s) even if I do not receive a billing statement or repayment notice. The minimum annual payment required on all my FFELP loans will not, unless the lender otherwise agrees, be less than $600, except during a portion of the repayment period as provided in a graduated or income-sensitive repayment plan, in an extended repayment plan with graduated payments, or in an income-based repayment plan. Notwithstanding the preceding sentence, my minimum annual scheduled payments will not be less than the amount of interest due and payable, except as provided under an income-based repayment plan.

My repayment period for each loan generally lasts at least 5 years but may not exceed 10 years (except under an extended or income-based repayment plan). The maximum period for repaying a loan does not include periods of deferment or forbearance.

I will be given the opportunity to choose one of the following repayment plans:

- **Standard Repayment Plan** — If I choose this plan, I will make fixed monthly payments and repay my loan(s) in full within 10 years from the date the loan(s) entered repayment. Payments must be at least $50 a month and will be more if necessary to repay the loan(s) within the required time period.

- **Graduated Repayment Plan** — If I choose this plan, I will usually make lower monthly payments at first, and my payments will increase over time. No single payment will be more than three times greater than any other payment.

- **Extended Repayment Plan** — If I choose this plan, I will make monthly payments based on fixed annual or graduated repayment amounts over a period not to exceed 25 years. If I make fixed payments, payments must be at least $50 a month and will be more necessary to repay the loan(s) within the required time period. I am only eligible for this plan if (i) at the time I obtain a loan under this MPN I have no outstanding balance on a FFELP loan made before October 7, 1998, and (ii) I accumulate outstanding FFELP loans exceeding $30,000.

- **Income-Sensitive Repayment Plan** — If I choose this plan, my monthly payments will be adjusted annually, based on my expected total monthly gross income from all sources. I may contact my lender at any time for more information about this repayment plan option.

- **Income-Based Repayment Plan** (effective July 1, 2009; for graduate and professional student PLUS borrowers only) — If I choose this plan, my required monthly payment amount will be based on my income during any period when I have a partial financial hardship. My monthly payment amount may be adjusted annually. The maximum repayment period under this plan may exceed 10 years. If I choose this plan and meet certain requirements over a 25-year period, I may qualify for cancellation of any outstanding balance. I may contact my lender at any time for more information about this repayment plan.

If I am a graduate or professional student, these repayment plans will be explained in more detail during my exit counseling session.

Under each plan, the number or amount of payments may need to be adjusted to reflect capitalized interest and/or new loans made to me.

If I do not choose an income-sensitive, income-based, graduated, or extended repayment plan within 45 days after notification of my repayment choices, or if I choose an income-sensitive repayment plan but do not provide the required documentation within the lender-specified time frame, my lender will require that I repay the loan(s) under a standard repayment plan. If I choose an income-based repayment plan but do not provide the required documentation within the time frame specified by the lender, I will be required to repay the loan(s) under a schedule provided by the lender in accordance with the Act. I may change the repayment plan on my loan(s) once a year, except that I may not make a change in the case of a loan(s) under an income-based repayment plan at any time to repay under the standard repayment plan.

**Note to Endorsers:** If you are making payments on the borrower’s Federal PLUS Loan, you may request a change of repayment plans by contacting the lender.

There will be no penalty for prepaying any portion of my loan(s).

Except as provided by the Act for payments made under the income-based repayment plan, all payments and prepayments may be applied in the following order: late charges, fees, and collection costs first, outstanding accrued interest second, and outstanding principal last.

If I fail to make any part of an installment payment within 15 days after it becomes due, I may owe a late charge. This charge may not exceed six cents for each dollar of each late installment.

13. Sale or Transfer of Loan(s) — The lender may sell or otherwise transfer one or all of my loans without my consent. If ownership of a loan is transferred and the entity to which I must make payments changes, I will be notified of that entity’s name, address and telephone number, the effective date of the sale or transfer, and the date when I must begin sending payments to that entity. Sale or transfer of my loan(s) does not affect my rights and responsibilities under such loan(s). If the lender sells my loan(s) to another originating lender, the lender may also transfer the right to offer subsequent loans under the MPN to such purchaser. I always have the right to terminate a lender’s ability to make loans to me under this MPN by written notice to the lender.

14. Loan Discharge — My loan(s) will be discharged if acceptable documentation of my death or the death of the student for whom I acquired a loan is submitted to my lender. My loan(s) may also be discharged if I become totally and permanently disabled as defined by the Act and meet certain other requirements.

My loan(s) will not automatically be discharged in bankruptcy. In order to discharge a loan(s) in bankruptcy, I must prove undue hardship in an adversary proceeding before the bankruptcy court.

In certain cases, the Act provides for loan discharge if I (or the student) could not complete a course of study because the school closed, if my loan eligibility was falsely certified by the school, or if a loan in my name was falsely certified as a result of a crime of identity theft. The Act also provides for loan discharge in the amount of any required refund that the school did not make to my loan holder on my behalf.

Neither the lender, the guarantor, nor the Department of Education vouches for the quality or suitability of the academic programs offered by participating schools. Unless I qualify for loan discharge under the Act, I must repay the loan(s) even if I (or the student) do not complete the education paid for with the loan(s), am unable to obtain employment in the field of study for which the school provided training, or am dissatisfied with, or do not receive, the education paid for with the loan(s).

### Capitalization of Federal PLUS Loan Interest

**What is Capitalization?**

Capitalization is a process whereby a lender adds unpaid interest to the principal balance of a loan(s). I am responsible for paying the interest due on my Federal PLUS Loan(s) from the date the lender disburses the loan funds until the loan(s) is paid in full.

If I am granted a deferment or forbearance and I choose to defer and capitalize interest charges, the principal balance of my loan(s) will increase each time my lender capitalizes unpaid interest. As a result, I will pay more interest charges over the life of the loan(s). When I resume repaying my loan(s), my monthly payment amount may be higher or, if my loan(s) is subject to the $50 minimum payment, I may be required to make more payments.

I should contact my lender if I have any questions or need more information.

This chart compares the monthly payments on a loan(s) where interest is paid while the loan is in a deferment or forbearance status and a loan(s) where the interest is capitalized. This example uses an interest rate of 8.5% and represents the loan amount outstanding when the borrower first enters repayment. This is an estimate only. The actual interest capitalized will depend on factors such as disbursement date, number of disbursements, and the frequency of capitalization. The estimate of interest capitalized in these examples is based on quarterly capitalization over a 12-month period.

<table>
<thead>
<tr>
<th>Treatment of Interest</th>
<th>Loan Amount</th>
<th>Capitalized Interest for 12 Months</th>
<th>Principal to Be Repaid</th>
<th>Monthly Payment</th>
<th>Number of Payments</th>
<th>Total Amount Repaid</th>
</tr>
</thead>
<tbody>
<tr>
<td>When you pay the interest</td>
<td>$15,000</td>
<td>$0</td>
<td>$15,000</td>
<td>$186</td>
<td>120</td>
<td>$23,593*</td>
</tr>
<tr>
<td>When you don’t pay the interest</td>
<td>$15,000</td>
<td>$1,316</td>
<td>$16,316</td>
<td>$202</td>
<td>120</td>
<td>$24,276</td>
</tr>
</tbody>
</table>

* Total amount repaid includes $1,275 of interest paid by the borrower during the 12-month period of deferment or forbearance.

**Results:** During repayment, you may pay $16 less per month and $683 less over the lifetime of your loan(s) when you pay the interest as it is charged.
For additional information, I should contact my lender or guarantor.

**Note to Endorser:** If the full amount of the borrower’s loan is discharged for any of the conditions described above, you are no longer obligated to make any payments on the loan.

15. Consequences of Default — Default is defined in detail in my MPN. If I default, the entire unpaid balance and collection fees on the applicable loan(s) will become immediately due and payable. Failure to repay any loan made under this MPN may result in any or all of the following:
- Loss of federal or state tax refunds,
- Loss of other federal or state payments,
- Legal action against me,
- Collection charges (including attorney fees) being assessed against me,
- Loss of my professional license,
- An increase in interest rates,
- Loss of eligibility for other student aid and assistance under most federal benefit programs,
- Loss of eligibility for loan deferments,
- Negative credit reports to consumer reporting agencies,
- Assignment of my loan to the Department, and/or
- My employer withholding part of my wages to give them to my guarantor or the Department (administrative wage garnishment).

**Note to Endorser:** If the borrower defaults on the loan, and you do not make payments on the loan, you may also be subject to the actions described above.

16. Consumer Reporting Agency Notification — Information concerning the amount, disbursement, and repayment status (current or delinquent) of my loan(s) will be reported to my lender to one or more national consumer reporting agencies on a regular basis. My loan(s) will be identified as an education loan(s). If I default on any loan(s) made under this MPN, the default will also be reported to the guarantor to all national consumer reporting agencies. Before any guarantor reports such a default, it will give me at least 30 days notice that default information will be disclosed to the consumer reporting agencies unless I enter into a repayment arrangement within 30 days of the date on the notice. The guarantor will give me a chance to ask for a review of the debt(s) before the default is reported. My lender or guarantor, as appropriate, must provide a timely response to a request from any consumer reporting agency regarding objections I might raise with that agency about the accuracy and completeness of information reported by the lender or guarantor.

**Note to Endorser:** If the borrower of a Federal PLUS Loan defaults on the loan, the lender may also report your name to consumer reporting agencies in connection with the delinquent or defaulted loan.

17. Special Repayment Arrangements — A Federal Consolidation Loan Program is available under which I may consolidate federal education loans received from different lenders, the same lender, and/or under different federal education loan programs into one loan. Depending on the amount I borrow, this program may result in an extension of my repayment period. Consolidation permits multiple debts to be combined into one monthly payment. For additional information, I should contact my lender or guarantor.

I may consolidate my FFELP loans into the Direct Loan Program to take advantage of the public service loan forgiveness program. This program provides for the cancellation of the remaining balance due on eligible Direct Loan Program loans after I have made 120 payments (after October 1, 2007) on those loans under certain repayment plans while employed in certain public service jobs. I may also consolidate my FFELP loans first disbursed on or after October 1, 2008 (including Federal Consolidation Loans that repay FFELP or Direct Loan Program loans first disbursed on or after October 1, 2008) into the Direct Loan Program to take advantage of the no accrual of interest benefit for active duty service members. No interest will be charged on the portion of my Direct Consolidation Loan that repaid FFELP or Direct Loan Program loans first disbursed on or after October 1, 2008 during periods of qualifying active duty military service (for up to 60 months).

**Note to Endorser:** You are not eligible to apply for a Consolidation Loan to repay a PLUS Loan for which you are the endorser.

The Act may provide for certain loan forgiveness or repayment benefits on my loans in addition to the benefits described in this MPN. If other forgiveness or repayment options become available, my loan holder will provide information about these benefits.

**Note to Endorser:** You are not eligible for the loan forgiveness and repayment benefits described above.

Under certain circumstances, military personnel may have their federal education loan(s) repaid by the Secretary of Defense. I should address any questions to the local service recruiter. This is a recruiting program and does not pertain to war service individuals or those not eligible for enlistment in the Armed Forces.

Other agencies of the federal government may also offer student loan repayment programs as an incentive to recruit and retain employees. I should contact the agency’s human resources department for more information.

18. Deferments — Under certain circumstances, I have a right to defer (postpone) repayment. The types of deferments that are available to me generally depend on when I first obtained a FFELP loan. Upon request, my lender will provide me with a deferment application that explains the eligibility requirements. If I am in default on a loan, I am not eligible for a deferment on that loan.

Deferment of repayment for loans made under this MPN is available:
- While I am enrolled at least half time at an eligible school,
- During the 6-month period after I cease to be enrolled at least half time,
- While I am engaged in a full-time course of study in a graduate fellowship program,
- While I am engaged in a full-time rehabilitation training program for individuals with disabilities (if the program is approved by the Department of Education),
- While I am conscientiously seeking, but unable to find, full-time employment (for up to three years),
- While I am experiencing an economic hardship as determined by federal law (for up to three years),
- While I am serving on active duty during a war or other military operation or national emergency or performing qualifying National Guard duty during a war or other military operation or national emergency and if I was serving on or after October 1, 2007, for an additional 180-day period following the demobilization date for my qualifying service, or
- If I am a member of the National Guard or other reserve component of the U.S. Armed Forces (current or retired) and I am called to active duty while I am enrolled at least half time at an eligible school or within 6 months of having been enrolled at least half time, during the 13 months following the conclusion of my active duty service, or until I return to enrolled student status on at least a half-time basis, whichever is earlier.

For in-school deferments based on my enrollment status and if (i) I am a graduate or professional student for the 6-month period after I cease to be enrolled at least half time, my lender will process the deferment based on (i) my request along with documentation verifying my eligibility, or (ii) the lender’s receipt of a school certification of eligibility in connection with a new loan, or (iii) the lender’s receipt of student status information indicating that I am enrolled on at least a half-time basis. If my lender processes a deferment based on (ii) or (iii), I will be notified of the deferment and will have the option of canceling the deferment and continuing to make payments on my loan(s).

For all other deferments, I must provide my lender with a deferment request (or, for a deferment based on active duty or qualifying National Guard duty during a war or other military operation or national emergency, a representative may request the deferment on my behalf). I must also provide information and documentation that establishes my eligibility, except in certain circumstances when my lender may establish my eligibility by confirming I have received a deferment on another FFELP loan or on a Direct Loan.

**Note:** If at the time I obtain a loan under this MPN I have an outstanding balance on a FFELP loan disbursed before July 1, 1993, information on deferment conditions that apply will be found in my earlier promissory note materials.

**Note to Endorser:** You are not eligible to receive a deferment.

19. Forbearance — If I am unable to make any scheduled loan payment(s), the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan(s). Allowing me to temporarily delay or reduce loan payments is called a forbearance. Interest continues to accrue during a forbearance period.

The lender may grant me a forbearance due to poor health or other acceptable reasons. My lender is generally not required to grant a forbearance and may require me to provide reasons for the request and other information.

The lender may grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled installment payments. My lender may grant me an administrative forbearance for up to 60 days in order to collect and process documentation supporting my request for a deferment, forbearance, change in repayment plan, consolidation, or discharge.

Circumstances that require my lender to grant me a forbearance, if I provide appropriate documentation, include:
- Serving in a medical or dental internship or residency program, if I meet certain criteria.
- Serving in a national service position for which I receive a national service education award under the National and Community Service Trust Act of 1993.
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- Serving in a national service position for which I receive a national service education award under the National and Community Service Trust Act of 1993.
- Having a monthly debt burden for Title IV loans that collectively equals or exceeds 20% of my total monthly gross income (for up to three years).
- Being called to active duty in the U.S. Armed Forces.

For additional information, I should contact my lender.

**Note to Endorser:** Although you are not eligible to receive a deferment, you may receive a forbearance.
Follow these steps to estimate your loan payment.

### Step 1: Calculate Your Monthly Interest Charges
Round your Federal PLUS Loan balance up to the nearest $500. If your loan amount is not on the table, follow the example below to estimate your monthly accrued interest.

**Example:**
Federal PLUS Loan of $5,479 at 8.5% interest.
Round up to nearest $500 = $5,500.

\[
\begin{align*}
5,000 & = \text{635.42/month} \\
500 & = \text{3.54/month} \\
5,500 & = \text{638.96/month*}
\end{align*}
\]

Your monthly interest $ \underline{\text{-----------}}$.

### Step 2: Estimate Your Capitalized Interest
Complete this step only if you will capitalize interest on a Federal PLUS Loan. This is an estimate only. Actual interest capitalized will depend on factors such as disbursement dates, number of disbursements, and the frequency of capitalization.

<table>
<thead>
<tr>
<th>Monthly Interest (From Step One)</th>
<th>Number of Months in Deferment or Forbearance</th>
<th>Estimate of Capitalized Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example $38.96 \times 22$</td>
<td>$857.12$</td>
<td></td>
</tr>
</tbody>
</table>

Your capitalized interest $ \underline{\text{-----------}} \times \underline{\text{-----------}} = \underline{\text{-----------}}$

### Step 3: Estimate Your Monthly Payment
Round your loan balance up to the nearest $500. If your principal amount is not on the table, follow the example below to estimate your monthly payment. If you previously had interest capitalized, add it to the outstanding loan amount to get the new principal amount.

**Example:**
Federal PLUS Loan of $6,357.12 ($5,500.00 + $857.12) at 8.5% interest.

Round up to nearest $500 = $6,500.

\[
\begin{align*}
6,000 & = \text{74.39/month} \\
500 & = \text{6.20/month} \\
6,500 & = \text{80.59/month}
\end{align*}
\]

Estimated monthly payment = $80.59

*Minimum monthly payment = $50 or amount of interest accruing each month.*
# Federal PLUS Loan Information and School Certification

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or any accompanying document is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

## Borrower and Student Information

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>3. Borrower Last Name</td>
<td>First Name</td>
<td>MI</td>
</tr>
<tr>
<td>5. Permanent Address (See instructions.)</td>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>6. Area Code/Telephone Number</td>
<td>4. Borrower Social Security Number</td>
<td></td>
</tr>
<tr>
<td>8. Borrower E-mail Address</td>
<td>7. Borrower Date of Birth (mm-dd-yyyy)</td>
<td></td>
</tr>
<tr>
<td>9. Lender Name/Lender Code, if known</td>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>10. Borrower Requested Loan Amount</td>
<td>$</td>
<td>0.00</td>
</tr>
<tr>
<td>11. Loan Period (mm-dd-yyyy)</td>
<td>From:</td>
<td>To:</td>
</tr>
<tr>
<td>12. Student Last Name</td>
<td>First Name</td>
<td>MI</td>
</tr>
<tr>
<td>13. Student Social Security Number</td>
<td>14. Student Date of Birth (mm-dd-yyyy)</td>
<td></td>
</tr>
</tbody>
</table>

### School Certification Information

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Enrollment Status (Check one)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Full Time</td>
<td>☐ At Least Half Time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Loan Period (mm-dd-yyyy)</td>
<td>From:</td>
<td>To:</td>
<td></td>
</tr>
<tr>
<td>18. Grade Level</td>
<td>19. Certified Loan Amount</td>
<td>$</td>
<td>.00</td>
</tr>
<tr>
<td>20. Recommended Disbursement Date(s) (mm-dd-yyyy)</td>
<td>1st</td>
<td>2nd</td>
<td>3rd</td>
</tr>
</tbody>
</table>

This space reserved for additional disbursement dates, if needed.

---

**School Certification**

I certify:

- That the graduate or professional student borrower or the dependent undergraduate student named on this Certification is accepted for enrollment in an eligible program on at least a half-time basis; is a U.S. citizen, permanent resident, or other eligible non-citizen; and is making satisfactory academic progress;
- That the borrower is an eligible borrower in accordance with the Higher Education Act of 1965, as amended, and applicable U.S. Department of Education regulations (collectively referred to as the Act) and has been determined eligible for a loan in the amount certified;
- That the borrower, if a graduate or professional student, has completed a Free Application for Federal Student Aid (FAFSA) and that the borrower’s eligibility for the maximum annual amount of a Stafford Loan (subsidized and unsubsidized) has been determined;
- That the disbursement schedule complies with the requirements of the Act;
- Based on available records and appropriate inquiry, that:
  - (i) the graduate or professional student borrower or the dependent undergraduate has met the requirements of the Selective Service Act, and is not incarcerated;
  - (ii) neither the borrower nor, if applicable, the dependent undergraduate student is liable for an overpayment of any federal grant or loan made under the Act;
  - (iii) neither the borrower nor, if applicable, the dependent undergraduate student is in default on any Title IV education loan(s); or if the borrower or student is in default, satisfactory repayment arrangements have been made with the holder(s) of any defaulted loan(s);
  - (iv) neither the borrower nor, if applicable, the dependent undergraduate student has been convicted of or pled nolo contendere (no contest) or guilty to a crime involving fraud in obtaining funds under Title IV of the Act, as amended; or if the borrower or student has pled nolo contendere or guilty to such a crime, the borrower or student has repaid the funds to the Secretary of Education or to the loan holder in the case of a Title IV federal student loan;
  - (v) neither the borrower nor, if applicable, the dependent undergraduate student has property subject to a judgment lien for a debt owed to the U.S.; and
  - (vi) the information provided in this Certification is true, complete, and accurate to the best of my knowledge and belief.

I agree to provide the borrower with (i) confirmation of any transfer of funds through electronic funds transfer (EFT) or master check to the graduate or professional student borrower’s or dependent student’s account, and (ii) an opportunity to cancel or reduce any disbursement of a loan.

21. Signature of Authorized School Official

22. Today’s Date (mm-dd-yyyy)

**Please refer to the instructions for completing this form.**
Instructions for Completing Federal PLUS Loan Information and School Certification

Items 1 and 2 may be prefilled or completed by the school.

Item 1: Enter the code for your school. This code is provided by the U.S. Department of Education for the Federal Family Education Loan Program.

Item 2: Enter your school name and address, and the telephone number, including area code, of a school official who can answer questions about this certification.

Items 3-14 may be completed by the borrower, school, or lender. If the borrower is completing this section and any information has been prefilled by the school or lender, the borrower should review it for correctness. If any part of the prefilled information is incorrect, cross out the incorrect information and print the correct information. Incorrect, incomplete, or illegible information may delay the loan.

If the borrower is the parent of a dependent undergraduate student borrowing for the student’s education, all references to “student” mean the dependent undergraduate student named in Item 12. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 1982 = 06-24-1982.

Item 3: Enter the borrower’s Social Security Number. This loan cannot be processed without the borrower’s Social Security Number.

Item 4: Enter the borrower’s permanent address (number, street, apartment number) or rural route number and box number, then city, state, and zip code. If the borrower’s mailing address is a post office box or general delivery, list both the mailing address and the street address or rural route number and box number.

Item 5: Enter the borrower’s area code and telephone number. If the borrower does not have a telephone, enter N/A.

Item 6: Enter the date of the borrower’s birth. Be careful not to enter the current year.

Item 7: Enter the borrower’s e-mail address.

Item 8: Enter the borrower’s lender selection (name, identification number, city, and state), if known.

Note to Borrower: If you do not have a lender for this loan, contact the school’s financial aid office, a bank or other financial institution, or the guarantor or program listed on this form for information on lenders willing to make Federal PLUS Loans.

Item 10: Enter the maximum Federal PLUS Loan amount the borrower wishes to borrow for himself/herself or for the dependent undergraduate student listed in Item 12 for the loan period listed in Item 11.

Note to Borrower: Apply only for the amount you will need to pay educational costs this year, keeping in mind your ability to repay your loan(s). You may borrow up to the estimated cost of education at the school you or the student will attend minus any estimated financial assistance that has been or will be awarded during the period of enrollment.

Item 11: Enter the beginning and ending dates of the academic period for which this loan is to be used.

Item 12: If the borrower is the parent of a dependent undergraduate student, enter the student’s last name, first name, and middle initial.

Item 13: If the borrower is the parent of a dependent undergraduate student, enter the student's nine-digit Social Security Number. This loan cannot be processed without the student's Social Security Number.

Item 14: If the borrower is the parent of a dependent undergraduate student, enter the date of the student’s birth. Be careful not to enter the current year.

Items 15-22 are to be completed only by the school. This information is to be certified by a financial aid administrator or other school official authorized to certify financial aid forms. If certification information is transmitted electronically, the School Certification form does not have to be submitted.

Item 15: Indicate whether the graduate or professional student borrower or the dependent undergraduate student is (or plans to be) enrolled at least half time or full time. A graduate or professional student borrower who is enrolled (or planning to enroll) less than half time, or the parent of a dependent undergraduate student who is enrolled (or planning to enroll) less than half time, is not eligible for a Federal PLUS Loan.

Item 16: Enter the date the student is expected to complete the program at your school. If you are unsure of the actual completion date in the future, enter the last day of the month.

Item 17: Enter the dates covered by the cost of attendance. These dates must coincide with actual term starting and ending dates. At a school without academic terms, these dates must coincide with the student’s program of study if that is less than an academic year in length, or the academic year.

Item 18: Enter the grade level of the graduate or professional student borrower or the dependent undergraduate student. Select the proper grade level indicator using the standard grade level codes provided:

<table>
<thead>
<tr>
<th>Code</th>
<th>Grade Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Freshman/First-Year (including proprietary school programs that are less than one year in duration)</td>
</tr>
<tr>
<td>2</td>
<td>Sophomore/Second-Year</td>
</tr>
<tr>
<td>3</td>
<td>Junior/Third-Year</td>
</tr>
<tr>
<td>4</td>
<td>Senior/Fourth-Year</td>
</tr>
<tr>
<td>5</td>
<td>Fifth-Year/Other Undergraduate (including sixth-year undergraduate and continuing education students)</td>
</tr>
<tr>
<td>A</td>
<td>First-Year Graduate or Professional</td>
</tr>
<tr>
<td>B</td>
<td>Second-Year Graduate or Professional</td>
</tr>
<tr>
<td>C</td>
<td>Third-Year Graduate or Professional</td>
</tr>
<tr>
<td>D</td>
<td>Beyond Third-Year Graduate or Professional</td>
</tr>
</tbody>
</table>

Item 19: Enter the maximum amount of PLUS Loan the borrower is eligible to receive for the academic period covered in Item 17. This amount cannot exceed the cost of attendance minus other financial aid.

Item 20: Enter the disbursement dates for this loan as determined in accordance with the Act.

Item 21: Your signature acknowledges that you have read and agree to the provisions in the School Certification. You must sign the certification and print your name and title.

Item 22: Enter the date of certification.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0069. The time required to complete this information is estimated to average 0.15 hours (9 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education
Washington, DC 20202-4537
Addendum to the Federal Consolidation Loan Application and Promissory Note
Federal Family Education Loan Program

The College Cost Reduction and Access Act of 2007 (CCRAA) changed some of the terms of Federal Consolidation Loans made under the Federal Family Education Loan Program (FFELP). As a result, certain terms of the loan you receive under the accompanying Federal Consolidation Loan Application and Promissory Note (Application and Promissory Note) differ from the terms in that document. The changes set forth in this Addendum are incorporated into and made a part of the accompanying Application and Promissory Note that you sign and the Borrower’s Rights and Responsibilities Statement.

- **Instructions for Completing the Federal Consolidation Loan Application and Promissory Note, Section E. Repayment Plan Selection.** *Effective July 1, 2009,* a new paragraph E is added, to read as follows:
  
  “E. Income-Based Payments, in which your required monthly payment will be based on your income during any period when you have a partial financial hardship. The maximum repayment period under this plan may exceed 10 years. Eligible borrowers who meet certain requirements over a specified period of time may qualify for cancellation of any outstanding balance on their loans.”

- **Instructions for Completing the Federal Consolidation Loan Application and Promissory Note, Section E. Repayment Plan Selection, Note.** *Effective July 1, 2008,* the Note in the instructions is revised to read as follows:
  
  “Note: You may apply for a Federal Consolidation Loan from any FFELP lender. Alternatively, if you are eligible for a Federal Consolidation Loan but: (1) you are unable to obtain a Federal Consolidation Loan or one with income-sensitive repayment terms that are acceptable to you; or (2) you wish to take advantage of the public service loan forgiveness program, you may apply for a Federal Direct Consolidation Loan from the U.S. Department of Education. If you already have a Federal Consolidation Loan, you may be eligible to consolidate that loan into a Federal Direct Consolidation Loan to take advantage of the public service loan forgiveness program. If your Federal Consolidation Loan has become delinquent and the lender has submitted the loan to the guaranty agency for default aversion assistance, you may be able to consolidate your loan into a Federal Direct Consolidation Loan to obtain an income-contingent repayment plan. The public service loan forgiveness program provides for the cancellation of the remaining balance due on eligible William D. Ford Federal Direct Loan Program loans, including Federal Direct Consolidation Loans, after you have made 120 payments (after October 1, 2007) on those Direct Loans under certain repayment plans while you are employed in certain public service jobs.”

- **Borrower’s Rights and Responsibilities Statement: Item 9. Deferment.** *Effective October 1, 2007,* paragraph 3 is revised to read as follows:
  
  “A deferment is available for the period when I am serving on active duty during a war or other military operation or national emergency, or performing qualifying National Guard duty during a war or other military operation or national emergency and, if I am serving on or after October 1, 2007, for the 180-day period following the demobilization date for my qualifying service. Also, if I am a member of the National Guard or other reserve component of the Armed Forces (current or retired) who is called or ordered to active duty while I am enrolled at an eligible school, or within 6 months of having been enrolled, I am eligible for a deferment during the 13 months following the conclusion of my active duty service or until the date I return to enrolled student status, whichever is earlier.”
# Federal Family Education Loan Program (FFELP)
## Federal Consolidation Loan
### Application and Promissory Note

### WARNING:
Any person who knowingly makes a false statement or misrepresentation on this form or any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

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### Guaranter, Program, or Lender Identification

OMB No. 1845-0036
Form approved
Exp. date 01/31/2010

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### Before You Begin

Before you begin, read the instructions for completing the Federal Consolidation Loan Application and Promissory Note. Print using dark ink ballpoint pen or type. This form must be signed and dated by the applicant.

**Pages 1, 2, and 3 of this form must be submitted for your application to be processed.**

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### Section A. Borrower Information

<table>
<thead>
<tr>
<th>1.</th>
<th>Last Name</th>
<th>First Name</th>
<th>MI</th>
<th>2.</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>3A</td>
<td>Permanent Address (Include Number, Street, Apartment Number; or Rural Route Number and Box Number, as applicable)</td>
<td>City, State, Zip Code</td>
<td></td>
<td></td>
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<tr>
<td>3B</td>
<td>Permanent Mailing Address, if different from 3A. (Include P.O. Box or General Delivery, as applicable)</td>
<td>City, State, Zip Code</td>
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<td>4</td>
<td>Area Code/Telephone Number</td>
<td>5</td>
<td>Former Name(s)</td>
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<td>6</td>
<td>Date of Birth (mm-dd-yyyy)</td>
<td>7</td>
<td>Driver's License State and Number</td>
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<td>8</td>
<td>E-mail Address</td>
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<td>9</td>
<td>Employer Name</td>
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<td>10</td>
<td>Consolidating Lender Name</td>
<td>11</td>
<td>Lender Code, if known</td>
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### Section B. Reference Information

References: You must provide two separate references with different addresses who have known you for at least three years. Both references must be completed in full. Do not include individuals who live with you (e.g., your spouse) or who live outside the United States.

<table>
<thead>
<tr>
<th>12</th>
<th>Name A.</th>
<th>B.</th>
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<tbody>
<tr>
<td></td>
<td>Permanent Address</td>
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<td>City, State, Zip Code</td>
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<td>Relationship to Borrower</td>
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### Section C. Promissory Note (To be completed and signed by the borrower.)

(In this Promissory Note, “lender” refers to, and this Promissory Note benefits, the original consolidating lender and its successors and assigns, including any subsequent holder of this Promissory Note.)

**13. Promise to Pay:**

I promise to pay to the order of the lender all sums disbursed (hereafter “loan”) under the terms of this Promissory Note (hereafter “Note”) to pay off my prior loan obligations, plus interest and other charges and fees that may become due as provided in this Note. Unless I make interest payments, interest that accrues on my loan during forbearance periods and on the unsubsidized portion of my loan during deferment periods may be added, as provided under the Act, to the principal balance of my loan. If I do not make any payment on this Note when it is due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees.

I will not sign this Note before reading the entire Note, even if I am told not to read it, or told that I am not required to read it. I am entitled to an exact copy of this Note and the Borrower’s Rights and Responsibilities Statement. My signature certifies I have read, understand, and agree to the terms and conditions of this Note, including the Borrower Certification and Authorizations and the Borrower’s Rights and Responsibilities Statement.

**I UNDERSTAND THAT THIS IS A LOAN THAT I MUST REPAY.**

<table>
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<tr>
<th>14.</th>
<th>Borrower's Signature</th>
<th>Today's Date (mm-dd-yyyy)</th>
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Submit pages 1, 2, and 3

Page 1 of 8
Section D.1. Education Loan Indebtedness — Loans You Want to Consolidate

Read the instructions before completing this section. List each federal education loan you want to consolidate, including each loan (if any) currently held by the lender that will be consolidating your loans. Use the Loan Codes listed in the instructions. The loan holder/servicer is the entity to which you send your payments. If you need to list additional loans, use the Additional Loan Listing Sheet included in this package. (If an Additional Loan Listing Sheet is not included, you may obtain one from your consolidating lender.) List each loan separately. Please print. ONLY LIST LOANS THAT YOU WANT TO CONSOLIDATE IN THIS SECTION.

<table>
<thead>
<tr>
<th>15. Loan Code (See Instructions)</th>
<th>16. Loan Holder/Servicer Name and Mailing Address (See Instructions)</th>
<th>17. Loan Account Number</th>
<th>18. Interest Rate</th>
<th>19. Estimated Payoff Amount</th>
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</table>

20. Grace Period End Date — If any of the loans that you have selected for consolidation are in a grace period, you can delay the processing of your Federal Consolidation Loan until the end of your grace period by entering your expected grace period end date in the space provided. If you leave this field blank, your Federal Consolidation Loan will be processed and any selected loans that are in a grace period will enter repayment immediately upon consolidation.

Section D.2. Education Loan Indebtedness — Loans You Do Not Want to Consolidate

Read the instructions before completing this section. List each education loan that you are not consolidating but want considered in calculating your maximum repayment period. Remember to include each loan (if any) held by the lender that will be consolidating your loans, but that you do not want to include in your Federal Consolidation Loan. Use the Loan Codes listed in the instructions. The loan holder/servicer is the entity to which you send your payments. If you need to list additional loans, use the Additional Loan Listing Sheet included in this package. (If an Additional Loan Listing Sheet is not included, you may obtain one from your consolidating lender.) List each loan separately. Please print. ONLY LIST LOANS THAT YOU DO NOT WANT TO CONSOLIDATE IN THIS SECTION.

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</table>
Under penalty of perjury, I certify that:

A. The information I have provided on this Federal Consolidation Loan Application and Promissory Note and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.

B. I do not have any other application pending for a Federal Consolidation Loan.

C. All of the loans selected for consolidation have been used to finance my education or the education of my dependent student(s).

D. All of the loans selected for consolidation are in a grace period or in repayment (including loans in deferment or forbearance).

E. If I have an outstanding Federal Consolidation Loan, I am eligible for another Federal Consolidation Loan because: (i) I have another eligible loan(s), or (ii) I am consolidating a Federal Consolidation Loan with at least one other eligible loan.

F. If I owe an overpayment on a Federal Perkins Loan, Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, Academic Competitiveness Grant (ACG), National Science or Mathematics Access to Retain Talent (SMART) Grant, or Leveraging Educational Assistance Partnership Grant, I have made satisfactory arrangements with the holder to repay the amount owed.

G. I am not in default on any loan that I am consolidating, or, if I am in default, I have either (a) made satisfactory arrangements with the holder of the defaulted loan(s) to repay the amount owed, or (b) for Federal Stafford, SLS, PLUS, or Consolidation loans, I agree to repay the Federal Consolidation Loan under income-sensitive repayment terms.

H. If I have been convicted of, or pled nolo contendere (no contest) or guilty to, a crime involving fraud in obtaining federal student assistance under Title IV of the Higher Education Act of 1965, as amended, I have completed the repayment of those funds to the U.S. Department of Education (the Department), or to the loan holder in the case of a Title IV federal student loan.

I. I am not subject to a judgment secured through litigation or to an order for wage garnishment, except as I have disclosed.

28. I make the following authorizations and statements of understanding:

A. I understand that the amount of my Federal Consolidation Loan will be based on the payoff amounts of my outstanding eligible loans that I selected for consolidation, as provided by the holders of those loans, and may exceed my estimate of such payoff amounts. The actual payoff amounts may differ from the estimated payoff amounts because the holders will include unpaid principal, unpaid accrued interest, and other costs as permitted by federal regulations in the payoffs reported to the consolidating lender. I understand that any collection costs are owed on the loans selected for consolidation, these costs may be added to the principal balance of the Federal Consolidation Loan and, in the case of Federal Stafford, SLS, PLUS, or Consolidation loans in default and held by a guaranty agency, may not exceed 18.5 percent of the outstanding principal and interest on the loan at the time the holders certify the payoff amounts.

B. I understand that I may no longer be eligible for some deferments and for subsidized deferment periods on some loans being consolidated. I also understand that I may no longer be eligible for some loan discharges and types of forgiveness that were available on the loans being consolidated.

C. I authorize the consolidating lender to contact the holders identified on my application to determine the eligibility and/or payoff amounts for the loans I have selected for consolidation. I further authorize those holders to release that information.

D. I authorize the consolidating lender to send the proceeds of my Federal Consolidation Loan to each holder of the loans I have identified to pay off the debts.

E. If the amounts my consolidating lender sends to my holders exceed the amounts needed to pay off the balances of the selected loans, I understand that the holders will refund the excess to my consolidating lender to be applied against the outstanding balance of this loan. If the amounts my consolidating lender sends to my holders are less than the amounts needed to pay off the balances of the loans selected for consolidation, I will be responsible for notifying my consolidating lender about the remaining amounts. I authorize the consolidating lender to include the remaining amounts in this Federal Consolidation Loan, unless I pay off the remaining balances.

F. I authorize the consolidating lender, the guarantor, or their agents to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.

G. I authorize the release of information pertinent to my loan: (i) by the school(s), the lender, and the guarantor, or their agents, to the references on this loan and to members of my immediate family unless I submit written directions otherwise; and (ii) by and among my schools, lenders, guarantors, the Department, and their agents.

H. If I have HEAL loans serviced by the consolidating lender and such loans are not included in this Federal Consolidation Loan, I authorize the establishment of a combined payment plan on my behalf.

Review your Federal Consolidation Application and Promissory Note to ensure you completed all sections, including Section E above.
Federal Consolidation Loan Application and Promissory Note (continued)

Disclosure of Terms
This Note applies to Federal Consolidation Loans made under the Federal Family Education Loan Program. In this Note, the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), and applicable U.S. Department of Education regulations are collectively referred to as the “Act.” In this Note, references to “the Department” mean the U.S. Department of Education.

At or about the time my Federal Consolidation Loan is disbursed, a disclosure statement and repayment schedule (“disclosure”) will be provided to me. This disclosure will identify my Federal Consolidation Loan amount and additional terms of the loan. If I have questions about the information disclosed, I will contact the lender. If the information in this Note conflicts with information in the disclosure, the specific terms and information in the disclosure apply to my loan.

Important additional terms of this loan are disclosed in the Borrower’s Rights and Responsibilities Statement accompanying this Note. I agree that the lender may sell or assign my loan to another eligible holder.

Interest
Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan is that specified in the Act. Interest rate information is presented in the Borrower’s Rights and Responsibilities Statement accompanying this Note. The interest rate is presented in a disclosure that is provided to me.

Interest accrues on the unpaid principal balance of my Federal Consolidation Loan from the date of disbursement by the lender until the entire principal balance is paid in full. This includes interest accruing during any period of deferment or forbearance. I agree to pay all interest charges on my loan except for interest payable by the federal government under the Act.

I will be responsible for the interest that begins accruing upon disbursement of my loan. If I do not make payments of interest before the beginning of principal repayment, or during a period of authorized deferment or forbearance, I agree to pay all interest charges on my loan except for interest payable by the federal government under the Act.

Except for any portion of the Federal Consolidation Loan attributable to a HEAL Loan, this loan will bear simple interest at an annual rate that is fixed for the term of the loan. The maximum interest rate on this loan will be equal to the weighted average of the interest rates (as certified by the holder) on the loans being consolidated, rounded up to the nearest higher one-eighth of one percent, not to exceed 8.25 percent.

If I choose to consolidate a fixed rate Federal ALAS/SLS Loan(s) or Federal PLUS Loan(s), I request that the existing interest rate of each loan be converted before consolidation to the refinancing rate provided for in the Act, if that rate is lower than the existing rate. If my lender grants this request, I understand there will be no separate document evidencing this refinancing.

For the portion of the Federal Consolidation Loan attributable to a HEAL loan (if applicable), the interest rate is a variable rate and is adjusted annually on July 1. The variable rate for each 12-month period will be equal to the average of the bond equivalent rates of the 91-day Treasury Bills auctioned for the quarter ending June 30, plus 3.0 percent; there is no maximum interest rate on this portion of the loan.

180-Day Add-On Provision
If I do not consolidate all eligible loans at this time, I understand that I may later add to this Federal Consolidation Loan an eligible loan(s) made before or after the date of this consolidation. To add an eligible loan(s), I understand I must complete a Request to Add Loans form which is available from the lender and which must be received by the lender within 180 days after the date this Federal Consolidation Loan is disbursed. If I add a loan during this period, the lender will disclose new terms to me. The new terms and information will supersede the terms and information in any prior disclosure. After the 180-day period, no loan can be added to this Federal Consolidation Loan and I will need to apply for a new Federal Consolidation Loan to consolidate any eligible loan(s).

Late Charges and Collection Costs
The lender may collect from me: (i) a late charge for each late installment payment if I fail to make any part of a required installment payment within 15 days after it becomes due, and (ii) any other charges and fees that are permitted by the Act for the collection of my loans. If I default on the loan, I will pay reasonable collection fees and costs, plus court costs and attorney’s fees.

Repayment
I must repay the full amount of the loan made under this Note and the accrued interest. Repayment begins upon disbursement of the loan, and my first payment will be due within 60 days after the disbursement.

Payments will be scheduled in monthly installments according to the disclosure my lender will provide to me. The disclosure will state my payment amounts and due dates. The maximum scheduled repayment period may be up to 30 years in length, depending upon the amount of my student loans and my repayment plan. The minimum payment on my loan must equal at least the amount of interest that accrues between scheduled payments.

Payments submitted by me or on my behalf (exclusive of refunds) may be applied first to late charges and collection costs that are due, then to accrued interest that has not been capitalized, and finally to the principal amount. If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, extend the time for making payments, or temporarily stop making payments as long as I intend to repay my loan. Allowing me to temporarily delay or reduce my loan payment is called forbearance. The lender may grant me a forbearance to align payment due dates on my loans or to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loan at any time without penalty. Upon payment in full of this Note, I agree to accept written notification of the payoff in place of receiving the original Note.

Acceleration and Default
At the option of the lender, the entire unpaid balance will become immediately due and payable when either of the following events occurs: (i) I make a false representation that results in my receiving a loan for which I am not eligible; or (ii) I default on the loan.

The following events shall constitute a default on my loan: (i) I fail to pay the entire unpaid balance after the lender has exercised its option under item (i) in the preceding paragraph, (ii) I fail to make installment payments when due and my failure persists for at least 270 days, or (iii) I fail to comply with other terms of the loan, and the lender or guarantor reasonably concludes I no longer intend to honor my repayment obligation. If I default, the guarantor may purchase my loan and capitalize all outstanding interest into a new principal balance. The new principal balance and collection fees will become immediately due and payable.

If I default, the default will be reported to all national credit bureaus and will significantly and adversely affect my credit history. I acknowledge that a default will have additional adverse consequences to me as disclosed in the Borrower’s Rights and Responsibilities Statement. Following default, the loan may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices
The terms of this Note will be interpreted according to the Act, other applicable federal statutes and regulations, and the guarantor’s policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this Note.

If I reside in the state where the guarantor’s principal office is located, the guarantor may sue to enforce the loan in the county where the guarantor’s office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the lawsuit, the guarantor will either have the court transfer the lawsuit to the county where I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if sent by first class mail to the latest address the lender has for me or by electronic means to an address that I have provided. I will immediately notify the lender of any change of address or status as specified in the Borrower’s Rights and Responsibilities Statement. Failure by the lender to enforce or insist on compliance with any term of this Note shall not waive any right of the lender. No provision of this Note may be modified or waived except in writing by the lender of the Note. If any provision of this Note is determined to be unenforceable, the remaining provisions remain in force.
Federal Family Education Loan Program (FFELP)

Instructions for Completing the Federal Consolidation Loan Application

Section A. Borrower Information

Item 1: Enter or correct your last name, first name, and middle initial.

Item 2: Enter or correct your Social Security Number.

Item 3: Enter your permanent address (number, street, apartment number, or rural route number and box number, then city, state, zip code). If your mailing address is a post office box or general delivery, you must list your mailing address in 3B, in addition to your home address in 3A.

Item 4: Enter the area code and telephone number at which you can most easily be reached. (Do not list your work telephone number here.) If you do not have a telephone, enter N/A.

Item 5: Enter any former names under which one or more of your loans may have been disbursed. If you do not have a former name, enter N/A.

Item 6: Enter the date of your birth. Be careful not to enter the current year.

Item 7: Enter the two-letter abbreviation for the state that issued your driver's license followed by the driver's license number. If you do not have a driver's license, enter N/A.

Item 8: Enter your preferred e-mail address for receiving communications. You are not required to provide this information. If you do, the lender or holder of your loan may use your e-mail address to communicate with you. If you do not have an e-mail address, or do not wish to provide it, enter N/A.

Item 9: It is important that the consolidating lender is able to reach you during the process of making your loan and during repayment. Enter your employer's name, address (including number, street, suite number, city, state, and zip code), and your work telephone number (or the number of your work cellular telephone or other wireless device). If you are self-employed, enter the name, address, and telephone number of your business (or the number of your business cellular telephone or other wireless device). If you are not employed, enter N/A.

Item 10: Enter the name of the lender you would like to finance your Federal Consolidation Loan.

Item 11: Enter the lender code, if known. Otherwise, leave this item blank.

Section B. Reference Information

Items 12A and 12B: Enter the requested reference information for two adults with different addresses who have known you for at least three years. References with addresses outside the United States are not acceptable. Do not include individuals who live with you. If a reference does not have a telephone number or e-mail address or does not wish to provide an e-mail address, enter N/A. If you provide an e-mail address for a reference, the lender or holder of your loan may use it to communicate with the reference. All requested items must be completed or processing of your application will be delayed.

Section C. Promissory Note

This is a legally binding contract.

Item 13: Carefully read the entire Promissory Note, Borrower Certification and Authorization, Borrower's Rights and Responsibilities Statement, and the other materials provided in connection with this loan.

Item 14: Sign and date the Promissory Note.

Note: Signature is required. If you fail to sign the Promissory Note, your application will be delayed.

Continued on next page.
**Section E. Repayment Plan Selection**

**Item 20:** If you are in your grace period (the specified period of time after a student graduates, leaves school, or drops to less than half-time enrollment during which loan payments are not required and during which interest on loans may be payable by the federal government) for any of the loans selected for consolidation and you wish to delay processing until you have completed your grace period, enter the month and year that your grace period ends. If you request such a delay, processing of your Federal Consolidation Loan will begin approximately 60-90 days before the latest grace period end date. If you leave this field blank, the processing of your Federal Consolidation Loan will not be delayed and any selected loans that are in a grace period will enter repayment immediately upon consolidation.

**Step 2:** The maximum length of your Federal Consolidation Loan repayment period is determined by your total education loan debt, including:

- Loans you are consolidating,
- Loans eligible for consolidation that you are not consolidating, and
- Loans not eligible for consolidation.

In Items 21–25, list eligible loans you do not wish to consolidate and outstanding education loans not eligible for consolidation that you want used to determine your maximum repayment period. Outstanding education loans not eligible for consolidation must have been made exclusively to finance postsecondary education by an entity such as a bank, school, or state agency under a public or private loan program. Personal loans from family or friends or loans in default may not be listed. The amount of the loans that are not included in the Federal Consolidation Loan but are used to determine your repayment period will not exceed the amount of the loans consolidated.

**Section F. Borrower Certification and Authorization**

**Items 27 and 28:** Read these items carefully. The statements confirm the accuracy of information that you supply, authorize various parties to perform certain functions, and certify your understanding and acceptance of certain terms and conditions of the loan.

**Submitting Your Application and Promissory Note**

Review all information on your Federal Consolidation Loan Application and Promissory Note. Return pages 1 through 3 of your completed application and promissory note to your consolidating lender for processing. Keep a copy for your records. Remember to continue making your regularly scheduled education loan payments until your consolidating lender notifies you that the consolidation is complete. If you would like to temporarily postpone your payments while your Federal Consolidation Loan is being processed, contact your holder(s) regarding forbearance. When your loans are consolidated, you will receive a repayment schedule and disclosure statement for your Federal Consolidation Loan. It will provide information about your new loan and instructions on where to send your monthly payments.

**Mailing Instructions:** Mail the original copy of the Federal Consolidation Loan Application and Promissory Note and the Additional Loan Listing Sheet, if applicable, to your consolidating lender.
The Federal Family Education Loan Program (FFELP) includes the following loans:
- Subsidized Federal Stafford Loan,
- Unsubsidized Federal Stafford Loan,
- Federal Insured Student Loan (FISL),
- Federal Supplemental Loans for Students (SLs),
- Federal PLUS Loan, and
- Federal Consolidation Loan.

The FFELP is authorized by Title IV, Part B of the Higher Education Act of 1965 as amended.

5. Sale or Transfer of Loan
- The lender may sell or otherwise transfer my loan without my consent. I may be able to claim a federal income tax deduction for interest payments I make on my loan.
- I change my address, e-mail address, or telephone number,
- I change my name (for example, maiden name to married name),
- I change my employer or my employer’s address or telephone number changes, or
- I have any other change in status that would affect my loan (for example, the loss of eligibility for an unemployment deferment by obtaining a job).

6. Consequences of Default
- If I inform my lender that I wish to pay interest as it accrues, but I do not make any payments, my lender may capitalize that interest. Capitalized interest increases the principal balance of my loan and the total amount of interest charges I must pay.
- If I inform my lender that I do not want my loan to be capitalized (that is, I want the loan to remain interest-free), my lender may seize my property.

7. Credit Bureau Notification – Information concerning the amount, disbursement, and repayment status (current or delinquent) of my loan will be reported by my lender to one or more national credit bureaus on a regular basis. If I default on my loan, the default will also be reported by the guarantor to all national credit bureaus. Before the guarantor reports such a default, it will give me at least 30 days notice that default information will be disclosed to the credit bureaus unless I enter into a repayment arrangement within 30 days of the date of the notice. The guarantor will give me a chance to ask for a review of the debt before the default is reported. My lender or guarantor, as applicable, must provide a timely response to a request from any credit organization regarding objections I might raise with that organization about the accuracy and completeness of information reported by the lender or guarantor.

8. Loan Discharge & Forgiveness – My loan will be discharged if documentation of my death is submitted to my lender. If I am consolidating a PLUS Loan and the dependent student for whom I borrowed the PLUS Loan dies, the portion of my Federal Consolidation Loan attributable to that PLUS Loan will be discharged if documentation of the dependent student’s death is submitted to my lender.
- My loan may also be discharged if a physician certifies that I am totally and permanently disabled as defined by the Act. In addition, I must meet certain employment requirements and may not receive any additional FFELP, Direct, or Federal Perkins loans during a 3-year conditional discharge period. I may not receive a discharge due to total and permanent disability based on a condition that existed before the loans that are being consolidated were made, unless a physician certifies that the condition substantially deteriorated after the loans that are being consolidated were made.
- I understand that I may not qualify for a disability discharge of my Federal Consolidation Loan even if an unusual hardship exists before the default is reported. My loan will not be automatically discharged in bankruptcy. To discharge a loan in bankruptcy, I must prove undue hardship in an adversary proceeding before the bankruptcy court.

In certain cases, the Act provides for discharge of all or a portion of your Federal Consolidation Loan if:
- One or more FFELP, Direct, or Federal Perkins loans that I consolidated were used to pay for a course of study that I was unable to complete because my school closed, or
- My eligibility for one or more FFELP or Direct loans that were consolidated was (i) falsely certified by my school or (ii) falsely certified as a result of a crime of identity theft.

Neither the lender, the guarantor, nor the Department of Education vouch for the quality or suitability of the academic programs offered by participating schools. If I qualify for loan discharge under the Act, I must repay this loan even if I do not complete my education.
- I am unable to obtain employment in my field of study, or I am dissatisfied with, or do not receive, the education I paid for with the loan(s) being consolidated.
- If I am a full-time teacher and at the time I obtained a subsidized or unsubsidized Stafford Loan that I am consolidating I had no outstanding balance on a Title IV loan disbursed before October 1, 1998, I may be eligible for forgiveness under the Teacher Loan Forgiveness Program. A fixed amount of my Stafford loan(s) that I am consolidating may be repaid if I have worked as a full-time teacher for five consecutive school years and if I meet all other eligibility requirements under the Act.

I understand that, by consolidating, I may forego some discharges that might otherwise be available for the loan(s) being consolidated.

9. Deferment – Under certain circumstances, I have a right to defer (postpone) repayment. Upon request, my lender will provide me with a deferment application that explains the eligibility requirements. If I am in default on my Federal Consolidation Loan, I am not eligible for deferment unless I make payment arrangements satisfactory to my lender before the payment of a default claim on the loan.
If I consolidate all of my eligible FFELP loans, deferments are available while I am:

- Enrolled at least half time at an eligible school,
- Engaged in a full-time course of study in a graduate fellowship program,
- Engaged in a full-time rehabilitation training program for individuals with disabilities (if the program is approved by the Department of Education),
- Conscientiously seeking, but unable to find, full-time employment (for up to three years), or
- Experiencing an economic hardship (including Peace Corps service) as defined by federal law (for up to three years).

If all of the Title IV loans included in my Federal Consolidation Loan were first disbursed on or after July 1, 2001, a deferment is also available for up to three years while I am serving on active duty during a war or other military operation or national emergency, or performing qualifying National Guard duty during a war or other military operation or national emergency.

My lender will process an in-school deferment based on (i) my request along with documentation verifying my eligibility, (ii) my lender’s receipt of information from my school about my eligibility in connection with a new loan, or (iii) my lender’s receipt of student status information indicating that I am enrolled on at least a half-time basis. For all other deferment types, I must provide my lender with a deferment request and evidence that verifies my eligibility.

If I did not consolidate all of my FFELP loans, the deferment options available to me for this Federal Consolidation Loan will be based on the deferment provisions that are in effect for any outstanding loan(s) not consolidated, provided the deferment is authorized for Federal Consolidation Loans. (See Item 4, “Payment of Interest.”) My lender can provide additional information about deferment eligibility.

10. Forbearance — If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan. Allowing me to temporarily delay or reduce loan payments is called a forbearance. Interest charges continue to accrue during a forbearance period.

The lender may grant me forbearance due to poor health or other acceptable reasons.

My lender is generally not required to grant a forbearance and may require me to provide reasons for the request and other information.

The lender may grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled installment payments. My lender may grant me an administrative forbearance for up to 60 days in order to collect and process documentation supporting my request for a deferment, forbearance, change in repayment plan, or consolidation.

Circumstances that require my lender to grant me forbearance if I provide appropriate documentation include:

- Serving in a medical or dental internship or residency program, if I meet certain criteria.
- Serving in a national service position for which I receive a national service education award under the National and Community Service Trust Act of 1993. In some cases, the interest that accrues on a qualified loan during the service period will be paid by the Corporation for National and Community Service.
- Qualifying for partial repayment of my loans under the Student Loan Repayment Program, as administered by the Department of Defense.
- Having a monthly debt burden for Title IV loans that collectively equals or exceeds 20 percent of my total monthly gross income (for up to three years).
- Being called to active duty in the U.S. Armed Forces.

If I choose not to pay the interest that accrues on my loan during any period of authorized forbearance, the interest may be capitalized to the extent permitted by the Act. Capitalization of interest will result in the unpaid interest being added to the principal balance of the loan.

11. Applicability to Aggregate Loan Limits — If the loans I have selected for consolidation were made under the Federal or Direct Stafford (subsidized, unsubsidized), SLS, Perkins, or HPSL loan programs, a percentage of the outstanding balance on my Federal Consolidation Loan will be counted towards the aggregate loan limits for each type of loan selected.

12. Adding Loans — If I do not consolidate all eligible loans at this time, I understand that I may later add to this Federal Consolidation Loan an eligible loan(s) made before or after the date of this consolidation by submitting a request to my lender. My lender must receive my request within 180 days after the date on which my Federal Consolidation Loan is disbursed. After the 180-day period, no loan can be added to this Federal Consolidation Loan and I will need to apply for a new Federal Consolidation Loan to consolidate any eligible loan(s).

**IMPORTANT NOTICES**

**Privacy Act Notice**

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.), and the authorities for collecting and using your Social Security Number (SSN) are §§422B(I) and 484(a)(4)(B) of the HEA (20 U.S.C. 1078-2(I) and 1081(a)(4)(B)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFEL) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case by case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions efficiently to submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under §5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Financial Privacy Act Notice**

Under the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401-3421), the U.S. Department of Education will have access to financial records in your student loan file maintained by the lender in compliance with the administration of the Federal Family Education Loan Program.

**Paperwork Reduction Notice**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0036. The time required to complete this information is estimated to average 1.0 hours (60 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education
Washington, DC 20202-4651

If you have any comments or concerns regarding the status of your individual submission of this form, contact the lender, guarantor, or program identified in the upper right-hand corner of this form.
Federal Family Education Loan Program (FFELP)
Federal Consolidation Loan
Application and Promissory Note

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Before You Begin
Read the Instructions for Completing the Federal Consolidation Loan Application and Promissory Note. Print using dark ink ballpoint pen or type. This form must be signed and dated by the applicant.

**PAGES 1, 2, AND 3 OF THIS FORM MUST BE SUBMITTED FOR YOUR APPLICATION TO BE PROCESSED.**

Section A. Borrower Information

1. Last Name __________________________ First Name __________________________ MI __________________________

2. Social Security Number __________________________

3A. Permanent Address (Include Number, Street, Apartment Number; or Rural Route Number and Box Number, as applicable) City, State, Zip Code __________________________

3B. Permanent Mailing Address, if different from 3A. (Include P.O. Box or General Delivery, as applicable) City, State, Zip Code __________________________

4. Area Code/Telephone Number __________________________ __________________________

5. Former Name(s) __________________________

6. Date of Birth (mm-dd-yyyy) __________________________

7. Driver's License State and Number __________________________ __________________________

8. E-mail Address __________________________

9. Employer Name __________________________

Address __________________________

City __________________________ State __________________________ Zip Code __________________________

10. Consolidating Lender Name __________________________

11. Lender Code, if known __________________________

Section B. Reference Information

References: You must provide two separate references with different addresses who have known you for at least three years. Both references must be completed in full. Do not include individuals who live with you (e.g., your spouse) or who live outside the United States.

12. Name A. __________________________ B. __________________________

Permanent Address __________________________

City, State, Zip Code __________________________

E-mail Address (optional) __________________________

Area Code/Telephone Number ( ) __________________________ ( ) __________________________

Relationship to Borrower __________________________

Section C. Promissory Note (To be completed and signed by the borrower.)
(In this Promissory Note, “lender” refers to, and this Promissory Note benefits, the original consolidating lender and its successors and assigns, including any subsequent holder of this Promissory Note.)

13. Promise to Pay:
I promise to pay to the order of the lender all sums disbursed (hereafter “loan”) under the terms of this Promissory Note (hereafter “Note”) to pay off my prior loan obligations, plus interest and other charges and fees that may become due as provided in this Note. Unless I make interest payments, interest that accrues on my loan during forbearance periods and on the unsubsidized portion of my loan during deferment periods may be added, as provided under the Act, to the principal balance of my loan. If I do not make any payment on this Note when it is due, I will also pay reasonable collection costs, including but not limited to attorney’s fees, court costs, and other fees.

I will not sign this Note before reading the entire Note, even if I am told not to read it, or told that I am not required to read it. I am entitled to an exact copy of this Note and the Borrower’s Rights and Responsibilities Statement. My signature certifies I have read, understand, and agree to the terms and conditions of this Note, including the Borrower Certification and Authorizations and the Borrower’s Rights and Responsibilities Statement.

I UNDERSTAND THAT THIS IS A LOAN THAT I MUST REPAY.

14. Borrower’s Signature __________________________

Today’s Date (mm-dd-yyyy) __________________________
Section D.1. Education Loan Indebtedness — Loans You Want to Consolidate

Read the instructions before completing this section. List each federal education loan you want to consolidate, including each loan (if any) currently held by the lender that will be consolidating your loans. Use the Loan Codes listed in the instructions. The loan holder/servicer is the entity to which you send your payments. If you need to list additional loans, use the Additional Loan Listing Sheet included in this package. If an Additional Loan Listing Sheet is not included, you may obtain one from your consolidating lender. List each loan separately. Please print. ONLY LIST LOANS THAT YOU WANT TO CONSOLIDATE IN THIS SECTION.

<table>
<thead>
<tr>
<th>Loan Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>(See Instructions)</td>
</tr>
</tbody>
</table>

| Loan Holder/Servicer Name and Mailing Address  |
| (See Instructions) |

| Loan Account Number  |

| Interest Rate  |

| Estimated Payoff Amount  |

20. Grace Period End Date – If any of the loans that you have selected for consolidation are in a grace period, you can delay the processing of your Federal Consolidation Loan until the end of your grace period by entering your expected grace period end date in the space provided. If you leave this field blank, your Federal Consolidation Loan will be processed and any selected loans that are in a grace period will enter repayment immediately upon consolidation.

Section D.2. Education Loan Indebtedness — Loans You Do Not Want to Consolidate

Read the instructions before completing this section. List each education loan that you are not consolidating but want considered in calculating your maximum repayment period. Remember to include each loan (if any) held by the lender that will be consolidating your loans, but that you do not want to include in your Federal Consolidation Loan. Use the Loan Codes listed in the instructions. The loan holder/servicer is the entity to which you send your payments. If you need to list additional loans, use the Additional Loan Listing Sheet included in this package. If an Additional Loan Listing Sheet is not included, you may obtain one from your consolidating lender. List each loan separately. Please print. ONLY LIST LOANS THAT YOU DO NOT WANT TO CONSOLIDATE IN THIS SECTION.

| Loan Code  |
| (See Instructions) |

| Loan Holder/Servicer Name and Mailing Address  |
| (See Instructions) |

| Loan Account Number  |

| Interest Rate  |

| Current Balance  |
Section E. Repayment Plan Selection

26.

Section F. Borrower Certification and Authorizations

27. Under penalty of perjury, I certify that:

A. The information I have provided on this Federal Consolidation Loan Application and Promissory Note and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.

B. I do not have any other application pending for a Federal Consolidation Loan.

C. All of the loans selected for consolidation have been used to finance my education or the education of my dependent student(s).

D. All of the loans selected for consolidation are in a grace period or in repayment (including loans in deferment or forbearance).

E. If I have an outstanding Federal Consolidation Loan, I am eligible for another Federal Consolidation Loan because: (i) I have another eligible loan(s), or (ii) I am consolidating a Federal Consolidation Loan with at least one other eligible loan.

F. If I owe an overpayment on a Federal Perkins Loan, Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, Academic Competitiveness Grant (ACG), National Science or Mathematics Access to Retain Talent (SMART) Grant, or Leveraging Educational Assistance Partnership Grant, I have made satisfactory arrangements with the holder to repay the amount owed.

G. I am not now in default on any loan that I am consolidating, or, if I am in default, I have either (a) made satisfactory arrangements with the holder of the defaulted loan(s) to repay the amount owed, or (b) for Federal Stafford, SLS, PLUS, or Consolidation loans, I agree to repay the Federal Consolidation Loan under income-sensitive repayment terms.

H. If I have been convicted of, or pled nolo contendere (no contest) or guilty to, a crime involving fraud in obtaining federal student assistance under Title IV of the Higher Education Act of 1965, as amended, I have completed the repayment of those funds to the U.S. Department of Education (the Department), or to the loan holder in the case of a Title IV federal student loan.

I. I am not subject to a judgment secured through litigation or to an order for wage garnishment, except as I have disclosed.

28. I make the following authorizations and statements of understanding:

A. I understand that the amount of my Federal Consolidation Loan will be based on the payoff amounts of my outstanding eligible loans that I selected for consolidation, as provided by the holders of those loans, and may exceed my estimate of such payoff amounts. The actual payoff amounts may differ from the estimated payoff amounts because the holders will include unpaid principal, unpaid accrued interest, and other costs as permitted by federal regulations in the payoffs reported to the consolidating lender. I understand that if any collection costs are owed on the loans selected for consolidation, these costs may be added to the principal balance of the Federal Consolidation Loan and, in the case of Federal Stafford, SLS, PLUS, or Consolidation loans in default and held by a guaranty agency, may not exceed 18.5 percent of the outstanding principal and interest on the loan at the time the holders certify the payoff amounts.

B. I understand that I may no longer be eligible for some deferments and for subsidized deferment periods on some loans being consolidated. I also understand that I may no longer be eligible for some loan discharges and types of forgiveness that were available on the loans being consolidated.

C. I authorize the consolidating lender to contact the holders identified on my application to determine the eligibility and/or payoff amounts for the loans I have selected for consolidation. I further authorize those holders to release that information.

D. I authorize the consolidating lender to send the proceeds of my Federal Consolidation Loan to each holder of the loans I have identified to pay off the debts.

E. If the amounts my consolidating lender sends to my holders exceed the amounts needed to pay off the balances of the selected loans, I understand that the holders will refund the excess to my consolidating lender to be applied against the outstanding balance of this loan. If the amounts my consolidating lender sends to my holders are less than the amounts needed to pay off the balances of the loans selected for consolidation, I will be responsible for notifying my consolidating lender about the remaining amounts. I authorize the consolidating lender to include the remaining amounts in this Federal Consolidation Loan, unless I pay off the remaining balances.

F. I authorize the consolidating lender, the guarantor, or their agents to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.

G. I authorize the release of information pertinent to my loan: (i) by the school(s), the lender, and the guarantor, or their agents, to the references or others on this loan and to members of my immediate family unless I submit written directions otherwise; and (ii) by and among my schools, lenders, guarantors, the Department, and their agents.

H. If I have HEAL loans serviced by the consolidating lender and such loans are not included in this Federal Consolidation Loan, I authorize the establishment of a combined payment plan on my behalf.

Review your Federal Consolidation Application and Promissory Note to ensure you completed all sections, including Section E above.
Disclosure of Terms

This Note applies to Federal Consolidation Loans made under the Federal Family Education Loan Program. In this Note, the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), and applicable U.S. Department of Education regulations are collectively referred to as the "Act." In this Note, references to "the Department" mean the U.S. Department of Education.

At or about the time my Federal Consolidation Loan is disbursed, a disclosure statement and repayment schedule ("disclosure") will be provided to me. This disclosure will identify my Federal Consolidation Loan amount and additional terms of the loan. If I have questions about the information disclosed, I will contact the lender. If the information in this Note conflicts with information in the disclosure, the specific terms and information in the disclosure apply to my loan.

Important additional terms of this loan are disclosed in the Borrower's Rights and Responsibilities Statement accompanying this Note.

I agree that the lender may sell or assign my loan to another eligible holder.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan is that specified in the Act. Interest rate information is presented in the Borrower's Rights and Responsibilities Statement accompanying this Note. The interest rate is presented in a disclosure that is provided to me.

Interest accrues on the unpaid principal balance of my Federal Consolidation Loan from the date of disbursement by the lender until the entire principal balance is paid in full. This includes interest accruing during any period of deferment or forbearance. I agree to pay all interest charges on my loan except for interest payable by the federal government under the Act.

I will be responsible for the interest that begins accruing upon disbursement of my loan. If I do not make payments of interest before the beginning of principal repayment, or during a period of authorized deferment or forbearance, I agree that the lender may capitalize such interest to the extent permitted by the Act.

Except for any portion of the Federal Consolidation Loan attributable to a HEAL Loan, this loan will bear simple interest at an annual rate that is fixed for the term of the loan. The maximum interest rate on this loan will be equal to the weighted average of the interest rates (as certified by the holder) on the loans being consolidated, rounded up to the nearest higher one-eighth of one percent, not to exceed 8.25 percent.

If I choose to consolidate a fixed rate Federal ALAS/SLS Loan(s) or Federal PLUS Loan(s), I request that the existing interest rate of each loan be converted before consolidation to the refinancing rate provided for in the Act, if that rate is lower than the existing rate. If my lender grants this request, I understand there will be no separate document evidencing this refinancing.

For the portion of the Federal Consolidation Loan attributable to a HEAL loan (if applicable), the interest rate is a variable rate and is adjusted annually on July 1. The variable rate for each 12-month period will be equal to the average of the bond equivalent rates of the 91-day Treasury Bills auctioned for the quarter ending June 30, plus 3.0 percent; there is no maximum interest rate on this portion of the loan.

180-Day Add-On Provision

If I do not consolidate all eligible loans at this time, I understand that I may later add to this Federal Consolidation Loan an eligible loan(s) made before or after the date of this consolidation. To add an eligible loan(s), I understand I must complete a Request to Add Loans form which is available from the lender and which must be received by the lender within 180 days after the date this Federal Consolidation Loan is disbursed. If I add a loan during this period, the lender will disclose new terms to me. The new terms and information will supersede the terms and information in any prior disclosure. After the 180-day period, no loan can be added to this Federal Consolidation Loan and I will need to apply for a new Federal Consolidation Loan to consolidate any eligible loan(s).

Late Charges and Collection Costs

The lender may collect from me: (i) a late charge for each late installment payment if I fail to make any part of a required installment payment within 15 days after it becomes due, and (ii) any other charges and fees that are permitted by the Act for the collection of my loans. If I default on the loan, I will pay reasonable collection fees and costs, plus court costs and attorney's fees.

Repayment

I must repay the full amount of the loan made under this Note and the accrued interest. Repayment begins upon disbursement of the loan, and my first payment will be due within 60 days after the disbursement.

Payments will be scheduled in monthly installments according to the disclosure my lender will provide to me. The disclosure will state my payment amounts and due dates. The maximum scheduled repayment period may be up to 30 years in length, depending upon the amount of my student loans and my repayment plan. The minimum payment on my loan must equal at least the amount of interest that accrues between scheduled payments.

Payments submitted by me or on my behalf (exclusive of refunds) may be applied first to late charges and collection costs that are due, then to accrued interest that has not been capitalized, and finally to the principal amount. If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, extend the time for making payments, or temporarily stop making payments as long as I intend to repay my loan. Allowing me to temporarily delay or reduce my loan payment is called forbearance. The lender may grant me a forbearance to align payment due dates on my loans or to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loan at any time without penalty. Upon payment in full of this Note, I agree to accept written notification of the payoff in place of receiving the original Note.

Acceleration and Default

At the option of the lender, the entire unpaid balance will become immediately due and payable when either of the following events occurs: (i) I make a false representation that results in my receiving a loan for which I am not eligible; or (ii) I default on the loan.

The following events shall constitute a default on my loan: (i) I fail to pay the entire unpaid balance after the lender has exercised its option under item (i) in the preceding paragraph, (ii) I fail to make installment payments when due and my failure persists for at least 270 days, or (iii) I fail to comply with other terms of the loan, and the lender or guarantor reasonably concludes I no longer intend to honor my repayment obligation. If I default, the guarantor may purchase my loan and capitalize all outstanding interest into a new principal balance. The new principal balance and collection fees will become immediately due and payable.

If I default, the default will be reported to all national credit bureaus and will significantly and adversely affect my credit history. I acknowledge that a default will have additional adverse consequences to me as disclosed in the Borrower's Rights and Responsibilities Statement. Following default, the loan may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this Note will be interpreted according to the Act, other applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this Note.

If I reside in the state where the guarantor's principal office is located, the guarantor may sue to enforce the loan in the county where the guarantor's office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the lawsuit, the guarantor will either have the court transfer the lawsuit to the county where I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if sent by first class mail to the latest address the lender has for me or by electronic means to an address that I have provided. I will immediately notify the lender of any change of address or status as specified in the Borrower's Rights and Responsibilities Statement. Failure by the lender to enforce or insist on compliance with any term of this Note shall not waive any right of the lender.

No provision of this Note may be modified or waived except in writing by the lender of the Note. If any provision of this Note is determined to be unenforceable, the remaining provisions remain in force.
Federal Family Education Loan Program (FFELP)

Instructions for Completing the Federal Consolidation Loan Application and Promissory Note

Before You Begin

Before beginning, gather all of your education loan records, account statements, and bills so that you have the information you need to complete the Federal Consolidation Loan Application and Promissory Note.

Print using a dark ink ballpoint pen or type. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 1982 = 06-24-1982. This form must be signed and dated by the applicant. If an item has been completed for you and it is incorrect, cross out the incorrect information and print the correct information. Incorrect or incomplete information may delay processing of your application.

If you have any questions about completing this application, contact the entity identified above.

Section A. Borrower Information

Item 1: Enter or correct your last name, first name, and middle initial.

Item 2: Enter or correct your Social Security Number.

Item 3: Enter your permanent address (number, street, apartment number, or rural route number and box number, then city, state, zip code). If your mailing address is a post office box or general delivery, you must list your mailing address in 3B, in addition to your home address in 3A.

Item 4: Enter the area code and telephone number at which you can most easily be reached. (Do not list your work telephone number here.) If you do not have a telephone, enter N/A.

Item 5: Enter any former names under which one or more of your loans may have been disbursed. If you do not have a former name, enter N/A.

Item 6: Enter the date of your birth. Be careful not to enter the current year.

Item 7: Enter the two-letter abbreviation for the state that issued your driver’s license followed by the driver’s license number. If you do not have a driver’s license, enter N/A.

Item 8: Enter your preferred e-mail address for receiving communications. You are not required to provide this information. If you do, the lender or holder of your loan may use your e-mail address to communicate with you. If you do not have an e-mail address, or do not wish to provide it, enter N/A.

Item 9: It is important that the consolidating lender is able to reach you during the process of making your loan and during repayment. Enter your employer’s name, address (including number, street, suite number, city, state, and zip code), and your work telephone number (or the number of your work cellular telephone or other wireless device). If you are self-employed, enter the name, address, and telephone number of your business (or the number of your business cellular telephone or other wireless device). If you are not employed, enter N/A.

Item 10: Enter the name of the lender you would like to finance your Federal Consolidation Loan.

Item 11: Enter the lender code, if known. Otherwise, leave this item blank.

Section B. Reference Information

Items 12A and 12B: Enter the requested reference information for two adults with different addresses who have known you for at least three years. References with addresses outside the United States are not acceptable. Do not include individuals who live with you. If a reference does not have a telephone number or e-mail address or does not wish to provide an e-mail address, enter N/A. If you provide an e-mail address for a reference, the lender or holder of your loan may use it to communicate with the reference. All requested items must be completed or processing of your application will be delayed.

Section C. Promissory Note

This is a legally binding contract.

Item 13: Carefully read the entire Promissory Note, Borrower Certification and Authorization, Borrower’s Rights and Responsibilities Statement, and the other materials provided in connection with this loan.

Item 14: Sign and date the Promissory Note.

Note: Signature is required. If you fail to sign the Promissory Note, your application will be delayed.

Section D. Education Loan Indebtedness

Education Loans

The following types of education loans (except those represented by the code OTHER) are eligible for consolidation:

<table>
<thead>
<tr>
<th>Loan Code</th>
<th>Education Loans</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS</td>
<td>Subsidized Federal Stafford Loans</td>
</tr>
<tr>
<td>DSS</td>
<td>Direct Subsidized Stafford/Ford Loans</td>
</tr>
<tr>
<td>US</td>
<td>Unsubsidized and Nonsubsidized Federal Stafford Loans</td>
</tr>
<tr>
<td>DUS</td>
<td>Direct Unsubsidized Stafford/Ford Loans</td>
</tr>
<tr>
<td>PLUS</td>
<td>Federal PLUS Loans (for parents)</td>
</tr>
<tr>
<td>GB</td>
<td>Federal PLUS Loans (for graduate/professional students)</td>
</tr>
<tr>
<td>DPLUS</td>
<td>Direct PLUS Loans (for parents)</td>
</tr>
<tr>
<td>D3</td>
<td>Direct PLUS Loans (for graduate/professional students)</td>
</tr>
<tr>
<td>SLS</td>
<td>Federal Supplemental Loans for Students</td>
</tr>
<tr>
<td>PERK</td>
<td>Federal Perkins Loans and National Direct Student Loans</td>
</tr>
<tr>
<td>SCON</td>
<td>Subsidized Federal Consolidation Loans</td>
</tr>
<tr>
<td>DSCON</td>
<td>Direct Subsidized Consolidation Loans</td>
</tr>
<tr>
<td>UCON</td>
<td>Unsubsidized Federal Consolidation Loans</td>
</tr>
<tr>
<td>DUCON</td>
<td>Direct Unsubsidized Consolidation Loans, including Direct PLUS Consolidation Loans</td>
</tr>
<tr>
<td>HPSL</td>
<td>Health Professions Student Loans, including Loans for Disadvantaged Students</td>
</tr>
<tr>
<td>HEAL</td>
<td>Health Education Assistance Loans</td>
</tr>
<tr>
<td>FISL</td>
<td>Federal Insured Student Loans</td>
</tr>
<tr>
<td>NDSL</td>
<td>Federal Nursing Loans</td>
</tr>
<tr>
<td>OTHER</td>
<td>Other education loans not eligible for consolidation that you want used to calculate the maximum repayment period</td>
</tr>
</tbody>
</table>

Information you need to answer items in this section is available in loan documents, such as:

- The last monthly billing statement you received,
- Your quarterly interest statement or annual statement,
- Your coupon book, or
- The Internet site of your loan holder or servicer.

If you are unsure of the correct information on your loans, contact the entity to which you send your payments or check the most recent correspondence from that entity. You may also obtain information on your loan(s) by accessing the National Student Loan Data System at http://www.nslds.ed.gov.

Step 1: Begin by listing (according to the instructions that follow for Items 15-19) eligible loan(s) that you wish to consolidate, including any loan(s) currently held by the lender that will be consolidating your loan(s). You may consolidate a Federal Consolidation Loan only if you are combining that loan with at least one other eligible loan. If you are in default on any loan that you wish to consolidate, you must have made satisfactory repayment arrangements with the holder to repay the loan before it is eligible for consolidation. Satisfactory arrangements usually involve making a series of payments on the defaulted loan. For Federal Stafford, Federal SLS, Federal PLUS, or Federal Consolidation loans, satisfactory repayment arrangements involve making a series of reasonable and affordable payments or agreeing to repay the new Federal Consolidation Loan under an income-sensitive repayment plan. Contact the holder of your defaulted loan for specific information.

Item 15: Enter the code that corresponds to the loan type from the Education Loans list. If you are not sure about the loan type, leave this item blank.

Item 16: Enter the full name and mailing address of the holder of each of your federal education loans or the holder’s servicer. (This is the address to which you are or will be sending your payments.) Do not use initials instead of full names. For a defaulted FFELP loan, the holder is the guaranty agency or the Department of Education. For a defaulted Federal Direct Loan, the holder is the Department of Education. For a Perkins Loan, the holder is the school.

Item 17: Enter the account number for each loan. This may be listed on your monthly billing statement or coupon or in other information your holder or holder’s servicer provides.

Item 18: Enter the interest rate you are paying on each loan.

Item 19: Enter the estimated payoff amount, including any unpaid interest, late fees, and collection costs.

Continued on next page.
Item 20: If you are in your grace period (the specified period of time after a student graduates, leaves school, or drops to less than half-time enrollment during which loan payments are not required and during which interest on loans may be payable by the federal government) for any of the loans selected for consolidation and you wish to delay processing until you have completed your grace period, enter the month and year that your grace period ends. If you request such a delay, processing of your Federal Consolidation Loan will begin approximately 60-90 days before the latest grace period end date. If you leave this field blank, the processing of your Federal Consolidation Loan will not be delayed and any selected loans that are in a grace period will enter repayment immediately upon consolidation.

Step 2: The maximum length of your Federal Consolidation Loan repayment period is determined by your total education loan debt, including:

- Loans you are consolidating,
- Loans eligible for consolidation that you are not consolidating, and
- Loans not eligible for consolidation.

In Items 21-25, list eligible loans you do not wish to consolidate and outstanding education loans not eligible for consolidation that you want used to determine your maximum repayment period. Outstanding education loans not eligible for consolidation must have been made exclusively to finance postsecondary education by an entity such as a bank, school, or state agency under a public or private loan program. Personal loans from family or friends or loans in default may not be listed. The amount of the loans that are not included in the Federal Consolidation Loan but are used to determine your repayment period will not exceed the amount of the loans consolidated.

Section E. Repayment Plan Selection

Item 26:

Note: You may apply for a Federal Consolidation Loan from any FFELP lender. Alternatively, if you are eligible for a FFELP consolidation loan and you are unable to obtain a Federal Consolidation Loan or a Federal Consolidation Loan with income-sensitive repayment terms that are acceptable to you, you may apply for a Federal Direct Consolidation Loan from the U.S. Department of Education. In addition, if you have a Federal Consolidation Loan that has become seriously delinquent or that has defaulted, you may be eligible to consolidate that loan into a Federal Direct Consolidation Loan for the purpose of obtaining an income-contingent repayment plan.

Section F. Borrower Certification and Authorization

Items 27 and 28: Read these items carefully. The statements confirm the accuracy of information that you supply, authorize various parties to perform certain functions, and certify your understanding and acceptance of certain terms and conditions of the loan.

Submitting Your Application and Promissory Note

Review all information on your Federal Consolidation Loan Application and Promissory Note. Return pages 1 through 3 of your completed application and promissory note to your consolidating lender for processing. Keep a copy for your records. Remember to continue making your regularly scheduled education loan payments until your consolidating lender notifies you that the consolidation is complete. If you would like to temporarily postpone your payments while your Federal Consolidation Loan is being processed, contact your holder(s) regarding forbearance. When your loans are consolidated, you will receive a repayment schedule and disclosure statement for your Federal Consolidation Loan. It will provide information about your new loan and instructions on where to send your monthly payments.

Mailing Instructions: Mail the original copy of the Federal Consolidation Loan Application and Promissory Note and the Additional Loan Listing Sheet, if applicable, to your consolidating lender.
**Borrower’s Rights and Responsibilities Statement**

**Important Notice:** The Borrower’s Rights and Responsibilities Statement provides additional information about the terms and conditions of your Federal Consolidation Loan. Please retain this Statement for your records. You may contact your lender at any time for another copy of this Statement.

The Federal Family Education Loan Program (FFELP) includes the following loans:
- Subsidized Stafford Loan,
- Unsubsidized Stafford Loan,
- Federal Insured Student Loan (FISL),
- Federal Supplemental Loans for Students (SLS),
- Federal PLUS Loan, and
- Federal Consolidation Loan.

The FFELP is authorized by Title IV, Part B of the Higher Education Act of 1965 as amended.

1. **Governing Law** – A loan disbursed under this Federal Consolidation Loan Promissory Note (Note) is subject to the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), and applicable U.S. Department of Education regulations (collectively referred to as the “Act”).

2. **Change of Status** – I must notify my lender or any subsequent holder of my loan if any of the following events occurs:
   - I change my address, e-mail address, or telephone number,
   - I change my name (for example, maiden name to married name),
   - I change my employer or my employer’s address or telephone number changes, or
   - I have any other change in status that would affect my loan (for example, the loss of eligibility for an unemployment deferment by obtaining a job).

3. **Interest Rate** – The interest rate on a Federal Consolidation Loan is based on the weighted average of the interest rates on the loans being consolidated rounded up to the nearest higher one-eighth of one percent, not to exceed 8.25%. This fixed interest rate remains the same throughout the life of the loan. For the portion of a Federal Consolidation Loan attributable to a HEAL loan, the interest rate is a variable rate, adjusted annually on July 1. The variable rate is equal to the average of the bond equivalent rates of the 91-day Treasury Bills auctioned for the quarter ending June 30, plus 3.0%; there is no maximum interest rate on this portion of the loan. The interest rate of my Federal Consolidation Loan will be disclosed to me at or about the time my loan is disbursed.

4. **Payment of Interest** – It is my responsibility to pay interest on the unpaid principal amount of my loan. Interest will be charged from the date my Federal Consolidation Loan is disbursed. The federal government will pay interest that accrues during deferment on the portion of my Federal Consolidation Loan that repays subsidized Stafford Loans, subsidized Federal Direct Stafford Loans, subsidized FISL loans, subsidized Federal Consolidation Loans, and subsidized Federal Direct Consolidation Loans. I will be responsible for interest that accrues during deferment on the portion of my Federal Consolidation Loan that repays other loan types.

   I am responsible for paying the interest that accrues during a forbearance period.

   If I inform my lender that I wish to pay interest as it accrues, but I do not make any payments, my lender may capitalize that interest. Capitalized interest increases the principal balance of my loan and the total amount of interest charges I must pay.

   Interest on my loan may be capitalized to the extent permitted by the Act. Generally, capitalization may occur no more frequently than quarterly.

   I may be able to claim a federal income tax deduction for interest payments I make on my FFELP loans. For further information, I may refer to the IRS Publication 970 available at http://www.irs.gov.

5. **Sale or Transfer of Loan** – The lender may sell or otherwise transfer my loan without my consent. Should ownership of my loan be transferred, I will be notified of the name, address, and telephone number of the new lender if the address to which I must make payments changes. Sale or transfer of my loan does not affect my rights and responsibilities under the loan.

6. **Consequences of Default** – Default is defined in detail in my Note. If I default, the entire unpaid balance and collection fees will become immediately due and payable. Failure to repay this loan according to its terms and conditions may result in any or all of the following:
   - Loss of federal and state income tax refunds,
   - Loss of other federal or state payments,
   - My employer withholding part of my wages to give them to my guarantor (administrative wage garnishment),
   - Legal action against me,
   - Collection charges (including attorney’s fees) being assessed against me,
   - Loss of my professional license,
   - An increase in my interest rate,
   - Loss of eligibility for other student aid and assistance under most federal benefit programs,
   - Loss of eligibility for loan deferments, and
   - Negative credit reports to credit bureaus.

   NOTE: To avoid the consequences of default, I may be eligible to consolidate a Federal Consolidation Loan that has become seriously delinquent or that has defaulted through the U.S. Department of Education’s Federal Direct Consolidation Loan Program for the purpose of obtaining an income-contingent repayment plan.

7. **Credit Bureau Notification** – Information concerning the amount, disbursement, and repayment status (current or delinquent) of my loan will be reported by my lender to one or more national credit bureaus on a regular basis. If I default on my loan, the default will also be reported by the guarantor to all national credit bureaus. Before the guarantor reports such a default, it will give me at least 30 days notice that default information will be disclosed to the credit bureaus unless I enter into a repayment arrangement within 30 days of the date of the notice. The guarantor will give me a chance to ask for a review of the debt before the default is reported. My lender or guarantor, as applicable, must provide a timely response to a request from any credit organization regarding objections I might raise with that organization about the accuracy and completeness of information reported by the lender or guarantor.

8. **Loan Discharge & Forgiveness** – My loan will be discharged if documentation of my death is submitted to my lender. If I am consolidating a PLUS Loan and the dependent student for whom I borrowed the PLUS Loan dies, the portion of my Federal Consolidation Loan attributable to that PLUS Loan will be discharged if documentation of the dependent student’s death is submitted to my lender.

   My loan may also be discharged if a physician certifies that I am totally and permanently disabled as defined by the Act. In addition, I must meet certain employment earnings requirements and may not receive any additional FFELP, Direct, or Federal Perkins loans during a 3-year conditional discharge period. I may not receive a discharge due to total and permanent disability based on a condition that existed before the loans that are being consolidated were made, unless a physician certifies that the condition substantially deteriorated after the loans that are being consolidated were made.

   I understand that I may not qualify for a disability discharge of my Federal Consolidation Loan if any loan I am consolidating does not meet the discharge conditions.

   My loan will not be automatically discharged in bankruptcy. To discharge a loan in bankruptcy, I must prove undue hardship in an adversary proceeding before the bankruptcy court.

   In certain cases, the Act provides for discharge of all or a portion of my Federal Consolidation Loan if:
   - One or more FFELP, Direct, or Federal Perkins loans that I consolidated were used to pay for a course of study that I was unable to complete because my school closed, or
   - My eligibility for one or more FFELP or Direct loans that were consolidated was (i) falsely certified by my school or (ii) falsely certified as a result of a crime of identity theft.

   The Act also provides for discharge in the amount of any required refund of a FFELP or Direct loan that my school failed to make to my loan holder on my behalf.

   Neither the lender, the guarantor, nor the Department of Education vouch for the quality or suitability of the academic programs offered by participating schools. Unless I qualify for loan discharge under the Act, I must repay this loan even if I do not complete my education, I am unable to obtain employment in my field of study, or I am dissatisfied with, or do not receive, the education I paid for with the loan(s) being consolidated.

   If I am a full-time teacher and at the time I obtained a subsidized or unsubsidized Stafford Loan that I am consolidating I had no outstanding balance on a Title IV loan disbursed before October 1, 1998, I may be eligible for forgiveness under the Teacher Loan Forgiveness Program. A fixed amount of my Stafford loan(s) that I am consolidating may be repaid if I have worked as a full-time teacher for five consecutive school years and if I meet all other eligibility requirements under the Act.

   I understand that, by consolidating, I may forego some discharges that might otherwise be available for the loan(s) being consolidated.

9. **Deferment** – Under certain circumstances, I have a right to defer (postpone) repayment. Upon request, my lender will provide me with a deferment application that explains the eligibility requirements. If I am in default on my Federal Consolidation Loan, I am not eligible for deferment unless I make payment arrangements satisfactory to my lender before the payment of a default claim on the loan.
If I consolidate all of my eligible FFELP loans, deferments are available while I am:
- Enrolled at least half time at an eligible school,
- Engaged in a full-time course of study in a graduate fellowship program,
- Engaged in a full-time rehabilitation training program for individuals with disabilities (if the program is approved by the Department of Education),
- Conscientiously seeking, but unable to find, full-time employment (for up to three years), or
- Experiencing an economic hardship (including Peace Corps service) as defined by federal law (for up to three years).

If all of the Title IV loans included in my Federal Consolidation Loan were first disbursed on or after July 1, 2001, a deferment is also available for up to three years while I am serving on active duty during a war or other military operation or national emergency, or performing qualifying National Guard duty during a war or other military operation or national emergency.

My lender will process an in-school deferment based on (i) my request along with documentation verifying my eligibility, (ii) my lender’s receipt of information from my school about my eligibility in connection with a new loan, or (iii) my lender’s receipt of student status information indicating that I am enrolled on at least a half-time basis. For all other deferment types, I must provide my lender with a deferment request and evidence that verifies my eligibility.

If I did not consolidate all of my FFELP loans, the deferment options available to me for this Federal Consolidation Loan will be based on the deferment provisions that are in effect for any outstanding loan(s) not consolidated, provided the deferment is authorized for Federal Consolidation Loans. (See Item 4, “Payment of Interest.”) My lender can provide additional information about deferment eligibility.

10. Forbearance – If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan. Allowing me to temporarily delay or reduce loan payments is called a forbearance. Interest charges continue to accrue during a forbearance period.

The lender may grant me forbearance due to poor health or other acceptable reasons.

My lender is generally not required to grant a forbearance and may require me to provide my reasons for the request and other information. The lender may grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled installment payments. My lender may grant me an administrative forbearance for up to 60 days in order to collect and process documentation supporting my request for a deferment, forbearance, change in repayment plan, or consolidation.

Circumstances that require my lender to grant me forbearance if I provide appropriate documentation include:
- Serving in a medical or dental internship or residency program, if I meet certain criteria.
- Serving in a national service position for which I receive a national service education award under the National and Community Service Trust Act of 1993. In some cases, the interest that accrues on a qualified loan during the service period will be paid by the Corporation for National and Community Service.
- Qualifying for partial repayment of my loans under the Student Loan Repayment Program, as administered by the Department of Defense.
- Having a monthly debt burden for Title IV loans that collectively equals or exceeds 20 percent of my total monthly gross income (for up to three years).
- Being called to active duty in the U.S. Armed Forces.

If I choose not to pay the interest that accrues on my loan during any period of authorized forbearance, the interest may be capitalized to the extent permitted by the Act. Capitalization of interest will result in the unpaid interest being added to the principal balance of the loan.

11. Applicability to Aggregate Loan Limits – If the loans I have selected for consolidation were made under the Federal or Direct Stafford (subsidized, unsubsidized), SLS, Perkins, or HPSL loan programs, a percentage of the outstanding balance on my Federal Consolidation Loan will be counted towards the aggregate loan limits for each type of loan selected.

12. Adding Loans – If I do not consolidate all eligible loans at this time, I understand that I may later add to this Federal Consolidation Loan an eligible loan(s) made before or after the date of this consolidation by submitting a request to my lender. My lender must receive my request within 180 days after the date on which my Federal Consolidation Loan is disbursed. After the 180-day period, no loan can be added to this Federal Consolidation Loan and I will need to apply for a new Federal Consolidation Loan to consolidate any eligible loan(s).

IMPORTANT NOTICES

Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.), and the authorities for collecting and using your Social Security Number (SSN) are §§428(f) and 484(a)(4)(B) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)(B)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFEL) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program, to permit the servicing of your loan(s) and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case by case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, businesses and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions efficiently to submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, an adjudicative body, counsel, agency, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Financial Privacy Act Notice

Under the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401-3421), the U.S. Department of Education will have access to financial records in your student loan file maintained by the lender in compliance with the administration of the Federal Family Education Loan Program.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0036. The time required to complete this information is estimated to average 1.0 hours (60 minutes) per response, including the time to review instructions, search existing data resources, gather the needed data, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education
Washington, DC 20202-4651

If you have any comments or concerns regarding the status of your individual submission of this form, contact the lender, guarantor, or program identified in the upper right-hand corner of this form.
### Section D.1. Education Loan Indebtedness — Loans You Want to Consolidate (Continued)

**Read the Instructions for Completing the Federal Consolidation Loan Application and Promissory Note before completing this section.** List each federal education loan you want to consolidate, including each loan (if any) currently held by the lender that will be consolidating your loans. Use the Loan Codes listed in the instructions. The loan holder/servicer is the entity to which you send your payments. Be sure to include this form with your Application and Promissory Note when you submit it. List each loan separately. Please print. **ONLY LIST LOANS THAT YOU WANT TO CONSOLIDATE IN THIS SECTION.**

<table>
<thead>
<tr>
<th>Loan Code</th>
<th>Loan Holder/Servicer Name and Mailing Address</th>
<th>Loan Account Number</th>
<th>Interest Rate</th>
<th>Estimated Payoff Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Section D.2. Education Loan Indebtedness — Loans You Do Not Want to Consolidate (Continued)

**Read the Instructions for Completing the Federal Consolidation Loan Application and Promissory Note before completing this section.** List each education loan that you are not consolidating but want considered in calculating your maximum repayment period. Remember to include each loan (if any) held by the lender that will be consolidating your loans, but that you do not want to include in your Federal Consolidation Loan. Use the Loan Codes listed in the instructions. The loan holder/servicer is the entity to which you send your payments. Be sure to include this form with your Application and Promissory Note when you submit it. List each loan separately. Please print. **ONLY LIST LOANS THAT YOU DO NOT WANT TO CONSOLIDATE IN THIS SECTION.**

<table>
<thead>
<tr>
<th>Loan Code</th>
<th>Loan Holder/Servicer Name and Mailing Address</th>
<th>Loan Account Number</th>
<th>Interest Rate</th>
<th>Current Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Federal Family Education Loan Program (FFELP)
Request to Add Loans to a Federal Consolidation Loan
(180 Day Add-On Provision)

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Before You Begin
Use this form to request that your consolidating lender add an eligible education loan(s) that was not originally included in your Federal Consolidation Loan. This form must be completed, signed and dated, and returned to your consolidating lender so that it is received within 180 days after the date the Federal Consolidation Loan was disbursed.

Before beginning, gather all your education loan records, account statements, and bills so that you have the information you need to complete this form. If an item has been completed for you and it is incorrect, cross out the incorrect information and print the correct information. Incorrect or incomplete information may delay processing of your request to add loans to your Federal Consolidation Loan.

Print using a dark ink ballpoint pen or type.

If you have any questions about completing this Request to Add Loans to a Federal Consolidation Loan, contact your consolidating lender.

Section A. Borrower Information
1. Borrower Last Name
2. First Name
3. MI
4. Social Security Number

Section B. Education Loan Indebtedness
Read the instructions before completing this section. List the federal education loans that you want added to your Federal Consolidation Loan. You may include those loans that were disbursed before or after the date your Federal Consolidation Loan was made. Use the loan codes listed in the instructions. The loan holder/servicer is the entity to which you send your payments. List each loan separately. Please print.

3. Loan Code
4. Loan Holder/Servicer Name and Mailing Address
5. Loan Account Number
6. Interest Rate
7. Estimated Payoff Amount

I request that my consolidating lender repay the eligible federal education loan(s) identified in Section B and that the amount of my Federal Consolidation Loan be increased to include the amount paid by my consolidating lender.

I understand that this request must be received by my consolidating lender within 180 days after the date my Federal Consolidation Loan was disbursed. I further understand that by adding these loans my repayment term may be extended, my monthly payment amount may change, and my interest rate may change. My consolidating lender will send me a revised repayment schedule and notify me of any other changes to the terms of my Federal Consolidation Loan.

My signature below certifies that I have read, understand, and agree to the terms and conditions of this loan, including all terms and conditions specified on the Federal Consolidation Loan Application and Promissory Note which was previously submitted, including the Borrower Certification and Authorization, and the Borrower's Rights and Responsibilities Statement that accompanied it.

I UNDERSTAND THAT THIS IS A LOAN THAT I MUST REPAY.

8. Borrower's Signature
(Identified in Section A, Item 1 above.)
9. Today's Date (mm-dd-yyyy)
Federal Family Education Loan Program (FFELP)

Instructions for Completing the Request to Add Loans to a Federal Consolidation Loan and Important Notices

Section A. Borrower Information

Item 1: Enter your last name, first name, and middle initial.
Item 2: Enter or correct your Social Security Number.

Section B. Education Loan Indebtedness

The following types of education loans are eligible for consolidation:

<table>
<thead>
<tr>
<th>Loan Code</th>
<th>Education Loans</th>
</tr>
</thead>
<tbody>
<tr>
<td>SS</td>
<td>Subsidized Federal Stafford Loans</td>
</tr>
<tr>
<td>DSS</td>
<td>Direct Subsidized Stafford/Ford Loans</td>
</tr>
<tr>
<td>US</td>
<td>Unsubsidized and Nonsubsidized Federal Stafford Loans</td>
</tr>
<tr>
<td>DUS</td>
<td>Direct Unsubsidized Stafford/Ford Loans</td>
</tr>
<tr>
<td>PLUS</td>
<td>Federal PLUS Loans (for parents)</td>
</tr>
<tr>
<td>GB</td>
<td>Federal PLUS Loans (for graduate/professional students)</td>
</tr>
<tr>
<td>DPLUS</td>
<td>Direct PLUS Loans (for parents)</td>
</tr>
<tr>
<td>D3</td>
<td>Direct PLUS Loans (for graduate/professional students)</td>
</tr>
<tr>
<td>SLS</td>
<td>Federal Supplemental Loans for Students</td>
</tr>
<tr>
<td>PERK</td>
<td>Federal Perkins Loans and National Direct Student Loans</td>
</tr>
<tr>
<td>SCON</td>
<td>Subsidized Federal Consolidation Loans</td>
</tr>
<tr>
<td>DSCON</td>
<td>Direct Subsidized Consolidation Loans</td>
</tr>
<tr>
<td>UCON</td>
<td>Unsubsidized Federal Consolidation Loans</td>
</tr>
<tr>
<td>DUCON</td>
<td>Direct Unsubsidized Consolidation Loans, including Direct PLUS Consolidation Loans</td>
</tr>
<tr>
<td>HPSL</td>
<td>Health Professions Student Loans, including Loans for Disadvantaged Students</td>
</tr>
<tr>
<td>HEAL</td>
<td>Health Education Assistance Loans</td>
</tr>
<tr>
<td>FISL</td>
<td>Federal Insured Student Loans</td>
</tr>
<tr>
<td>NSL</td>
<td>Federal Nursing Loans</td>
</tr>
</tbody>
</table>

Item 3: Enter the Loan Code that corresponds to the Education Loan type from the above list. If you are not sure about the loan type, leave this item blank.

Information you need to answer the following items is available in loan documents, such as:
- The last monthly billing statement you received,
- Your quarterly interest statement or annual statement,
- Your coupon book,
- The Internet site of your loan holder or servicer.

If you are unsure of the correct information on your loans, contact the entity to which you send your payments, or check the most recent correspondence from that entity. You may also obtain information on your loan(s) by accessing the National Student Loan Data System at http://www.nslds.ed.gov.

Your quarterly interest statement or annual statement, The last monthly billing statement you received, The Internet site of your loan holder or servicer.

Section C. Promissory Note Addendum

To be completed by the borrower.

This is a legally binding contract.

Item 8: Sign and date the Promissory Note Addendum. Your request will be delayed.

Review all information you have provided on this form. When it is complete, send the original copy to the consolidating lender. Keep a copy for your records. Remember to continue making your regularly scheduled education loan payments until your consolidating lender notifies you that the loan(s) has been added. When your loan(s) is added, your consolidating lender will notify you of any changes to the terms of your Federal Consolidation Loan.

Mailing Instructions: Mail the original copy of this form to your consolidating lender.

Section D. Important Notices

Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 4284(a)(4)(B) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)(B)) and 31 U.S.C. 7701(b).

Participating in the Federal Family Education Loan (FFEL) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case by case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as lenders, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions efficiently to submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, an adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

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Under the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401-3421), the U.S. Department of Education will have access to financial records in your student loan file maintained by the lender in compliance with the administration of the Federal Family Education Loan Program.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently validOMB control number. The valid OMB control number for this information collection is 1845-0036. The time required to complete this information is estimated to average 0.16666 hours (10 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education
Washington, DC 20202-4651

If you have any comments or concerns regarding the status of your individual submission of this form, contact the consolidating lender.
Federal Family Education Loan Program (FFELP)  
Federal Consolidation Loan  
Verification Certificate

The Federal Consolidation Loan Program enables borrowers to apply for a federally guaranteed loan to consolidate outstanding education loans pursuant to Title IV of the Higher Education Act of 1965, as amended. The borrower identified in Item 3 of this Certificate has requested consolidation of his/her eligible education loan(s). Eligible loans are identified under Loan Codes listed in the Federal Consolidation Loan Verification Certificate Instructions. This form is used to verify the eligibility and the payoff amount of the borrower’s outstanding education loan(s) selected for consolidation. As part of the Federal Consolidation Loan Application, the borrower named in Item 3 has authorized your disclosure of information regarding the education loan(s) listed below. Please verify and/or complete ALL items and return this form to the entity identified in Item 19. Pay special attention to Item 6, Loan Code. This Loan Verification Certificate will be relied on by the consolidating lender in paying off the listed loan(s).

Federal regulations require that you complete and return this form within 10 business days. See the instructions for details on completing this form.

(1) Holder/Servicer Name and Address

(2) Institution and Address to which payoff amount should be sent (if different from Item 1).

Name __________________________________________________________
Street __________________________________________________________
City _____________________________ State _________ Zip ___________
Telephone (                   ) ____________________________________________
Contact Name ____________________________________________________

(3) Borrower Social Security Number, Name, Address, and Telephone Number

(4) Anticipated Loan Payoff Date

(mm-dd-yyyy)

(5) Account Number  (8) Loan Code  (9) Current Guarantor or Program Code  (10) First/Only Disbursement Date (mm-dd-yyyy)  (11) Interest Rate  (12) Borrower Status Code  (13) Grace End Date (mm-dd-yyyy)  (14) First/Next Payment Due (mm-dd-yyyy)  (15) Current Principal Balance  (16) Payoff Amount as of Anticipated Loan Payoff Date  (17) Daily Interest Accrual

(16) Total Payoff Amount

*Collection Costs: If a defaulted Federal Stafford, SLS, PLUS, or Consolidation loan is held by a guaranty agency, collection costs may not exceed 18.5 percent of the outstanding principal and interest.

(17) Additional Comments

(18) Holder/Servicer Certification: (a) To the best of my knowledge and belief, the information on this form is accurate and complete; (b) Each loan listed above is a legal, valid, and binding obligation of the borrower; (c) Each such loan was made and serviced in compliance with all applicable laws and regulations; (d) In the case of Federal Stafford [subsidized, nonsubsidized, and unsubsidized (GSL)], Federal PLUS, Federal SLS (ALAS), Federal Consolidation, and Federal Insured Student Loans (FISL) held by the lender, the insurance on each such loan is in full force and effect; and (e) The loan amounts confirmed include only unpaid principal, unpaid accrued interest for which the borrower is responsible, late charges (as defined by federal regulations), and eligible collection costs.

Signature of Authorized Official  Holder/Servicer Name  Today’s Date (mm-dd-yyyy)

Name and Title of Authorized Official (Please Print)  Area Code and Telephone Number  Lender/School/Guarantor ED Code

For information or assistance when completing this certificate, please contact the consolidating lender.

(19) Return original to: Or fax to:
Federal Consolidation Loan Verification Certificate Instructions

The borrower named in the Certificate has requested consolidation of his/her eligible education loan(s). As part of his/her application for a Federal Consolidation Loan, the borrower authorizes each education loan holder/servicer to complete a Loan Verification Certificate. The consolidating lender will use the Loan Verification Certificate to determine the eligibility of loans for inclusion in the consolidation and the payoff amount due to each creditor. After receiving the Loan Verification Certificate and the documents required from the applicant, the consolidating lender will pay off the borrower’s debt(s) based on the information provided on the Certificate. Upon receipt of payment, the loan holder must return the original or a copy of the Promissory Note or provide other acceptable notice to the borrower (as if the borrower personally paid the loan in full). Any overpayments or subsequent borrower payments are to be sent to the consolidating lender so they may be applied to the borrower’s outstanding principal balance in accordance with Department of Education guidelines.

Consolidation Lender Instructions:
Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 1982 = 06-24-1982.
Using information from the borrower’s application, complete Items 1 and 3 - 6.

Holder/Servicer Instructions:
Please complete Items 2 and 7 - 18 and confirm that the information provided is accurate.

Item 1: Complete or correct holder/servicer name and address if different than printed.

Item 2: If the payoff check should be sent to a different institution or address than that shown in Item 1, complete this information.

Item 3: Enter or correct the borrower’s Social Security Number, full name, address, and telephone number.

Item 4: Enter the anticipated loan payoff date provided by the consolidating lender. If the consolidating lender did not provide a loan payoff date, enter a date which is 30 days from the date you receive the Certificate.

Item 5: Complete or correct the account number assigned to the borrower’s education loan(s). If you have multiple accounts for this borrower, please list each loan separately. If the account number is the same for each loan, enter “same” on the subsequent accounts.

Item 6: Complete or correct the loan code using the abbreviations from the list below.

Item 7: Enter the guarantor or program code from the list below.

Item 8: Enter the first, or only, disbursement date for each loan.

Item 9: Enter the interest rate for each loan.

Item 10: Enter the current status of the borrower’s accounts using the status codes from the list below.

Item 11: For each loan, enter the grace period end date, if applicable.

Item 12: Enter the account’s next payment due date. If the account is in grace period status, enter the anticipated first payment date. If the account is delinquent, enter the borrower’s most delinquent payment due date.

Item 13: Enter the current principal balance of each loan (including capitalized interest).

Item 14: Assume that no payments will be made by the borrower from now until the anticipated loan payoff date. Provide the payoff for each loan, which is the sum of the following, as of the anticipated payoff date in Item 4:

a) principal outstanding (including capitalized interest);

b) unpaid accrued interest;

c) unpaid late charges, if applicable (as defined by federal regulations); and

d) eligible collection costs, (not to exceed 18.5 percent of the outstanding principal and interest on a FFELP loan in default and held by a guaranty agency), if applicable.

Item 15: Enter the daily interest accrual factor (per diem) used in completing Item 14 for each loan. The interest accrual factor is calculated by multiplying the outstanding principal balance of the loan by the interest rate divided by 365.25 or the actual number of days in the calendar year.

Item 16: Enter the total payoff amount due the holder shown on this Certificate.

Item 17: Enter any appropriate comments. If unable to complete all or any portion of this Certificate, please explain here.

Item 18: Provide signature along with required information of authorized official.

Loan Codes (for Item 6)

- **SS**: Subsidized Federal Stafford Loans
- **DSS**: Direct Subsidized Stafford/Ford Loans
- **US**: Unsubsidized and Nonsubsidized Federal Stafford Loans
- **DUS**: Direct Unsubsidized Stafford/Ford Loans
- **PLUS**: Federal PLUS Loans (for parents)
- **GB**: Federal PLUS Loans (for graduate/professional students)
- **DPLUS**: Direct PLUS Loans (for parents)
- **D3**: Direct PLUS Loans (for graduate/professional students)
- **SLS**: Federal Supplemental Loans for Students
- **PERK**: Federal Perkins Loans and National Direct Student Loans
- **SCON**: Subsidized Federal Consolidation Loans
- **DSCON**: Direct Subsidized Consolidation Loans
- **UCON**: Unsubsidized Federal Consolidation Loans
- **DUCON**: Direct Unsubsidized Consolidation Loans, including Direct PLUS Consolidation Loans
- **HPSL**: Health Professions Student Loans, including Loans for Disadvantaged Students
- **HEAL**: Health Education Assistance Loans
- **FISL**: Federal Insured Student Loans
- **NSL**: Federal Nursing Loans

Guarantor or Program Codes (for Item 7)

<table>
<thead>
<tr>
<th>Abbrev.</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>AES/PHEAA</td>
<td>American Education Services (PHEAA)</td>
</tr>
<tr>
<td>ASA</td>
<td>American Student Assistance, formerly MHEAC</td>
</tr>
<tr>
<td>CSAC</td>
<td>California Student Aid Commission</td>
</tr>
<tr>
<td>CSLP</td>
<td>Colorado Student Loan Program</td>
</tr>
<tr>
<td>CSFL</td>
<td>Connecticut Student Loan Foundation</td>
</tr>
<tr>
<td>EAC</td>
<td>Education Assistance Corp. (South Dakota)</td>
</tr>
<tr>
<td>ECMC</td>
<td>Education Credit Mgmt. Corp., formerly TGA</td>
</tr>
<tr>
<td>FDLP</td>
<td>Federal Direct Loan Program</td>
</tr>
<tr>
<td>FAME</td>
<td>Finance Authority of Maine, formerly MDECS</td>
</tr>
<tr>
<td>OSFA</td>
<td>Florida Department of Education, Office of Student Financial Assistance, formerly BSFA</td>
</tr>
<tr>
<td>GHEAC</td>
<td>Georgia Higher Education Assistance Corp.</td>
</tr>
<tr>
<td>GLHEC</td>
<td>Great Lakes Higher Education Corporation</td>
</tr>
<tr>
<td>HHS</td>
<td>U.S. Dept. of Health &amp; Human Services</td>
</tr>
<tr>
<td>ISAC</td>
<td>Illinois Student Assistance Commission, formerly ISGC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Abbrev.</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICSA</td>
<td>Iowa College Student Aid Comm., formerly ICAC</td>
</tr>
<tr>
<td>KHEAA</td>
<td>Kentucky Higher Ed. Assistance Authority</td>
</tr>
<tr>
<td>LASFAF</td>
<td>Louisiana Student Financial Assistance Commission, formerly LGSCES</td>
</tr>
<tr>
<td>MHEAA</td>
<td>Michigan Higher Ed. Assistance Authority</td>
</tr>
<tr>
<td>MDHE</td>
<td>Missouri Department of Higher Education Student Loan Program, formerly MLSLP</td>
</tr>
<tr>
<td>MGSLP</td>
<td>Montana Guaranteed Student Loan Prog.</td>
</tr>
<tr>
<td>NLSP</td>
<td>National Student Loan Program, formerly Nebraska Student Loan Program, Inc.</td>
</tr>
<tr>
<td>NHHCEF</td>
<td>New Hampshire Higher Education Assist. Foundation</td>
</tr>
<tr>
<td>NJHESA</td>
<td>New Jersey Higher Education Student Assistance Authority</td>
</tr>
<tr>
<td>NMSLGC</td>
<td>New Mexico Student Loan Guarantee Corporation</td>
</tr>
<tr>
<td>NYSHESC</td>
<td>New York State Higher Ed. Services Corp.</td>
</tr>
<tr>
<td>NCSEA</td>
<td>North Carolina State Ed. Assistance Authority</td>
</tr>
<tr>
<td>NELA</td>
<td>Northwest Education Loan Association</td>
</tr>
</tbody>
</table>

Borrower Status Codes (for Item 10)

<table>
<thead>
<tr>
<th>Abbrev.</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>IS</td>
<td>In School</td>
</tr>
<tr>
<td>GR</td>
<td>Grace</td>
</tr>
<tr>
<td>RP</td>
<td>Repayment</td>
</tr>
<tr>
<td>DE</td>
<td>Deferment</td>
</tr>
<tr>
<td>FB</td>
<td>Forbearance</td>
</tr>
<tr>
<td>BA</td>
<td>Bankruptcy (Claim Not Filed, to be Filed, or Paid)</td>
</tr>
<tr>
<td>DQ</td>
<td>270 Days + Delinquent, Claim Not Paid</td>
</tr>
<tr>
<td>DS</td>
<td>Default Claim Paid - Satisfactory Repayment Arrangements Made</td>
</tr>
<tr>
<td>DN</td>
<td>Default Claim Paid - Satisfactory Repayment Arrangements Not Made</td>
</tr>
<tr>
<td>DI</td>
<td>Currently Subject to Judgment or Wage Garnishment Order</td>
</tr>
<tr>
<td>OT</td>
<td>Other (Explain in Item 17)</td>
</tr>
</tbody>
</table>

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0036. The time required to complete this information is estimated to average 0.15 hours (9 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education
Washington, DC 20202-4661
# Repayment Information (Federal Consolidation Loan)

## Repayment Schedules

You may choose one of the repayment schedules described below for your Federal Consolidation Loan, and you will have a repayment period of 10 to 30 years depending on your total education loan debt:

- **Standard Payments** - This schedule provides standard, equal monthly payments. The final payment may be slightly larger or smaller.
- **Graduated Payments** - A graduated repayment schedule allows for payments to be smaller at the beginning of repayment, with the payments increasing over the course of the repayment period on the loan. If a graduated repayment schedule is established, no installment may be more than three times the amount of any other installment. Selecting a graduated repayment schedule may increase your costs.
- **Income-Sensitive Payments** - This schedule establishes payments annually based on your expected total monthly gross income from employment and all other sources. If an income-sensitive repayment schedule is established, no installment may be more than three times the amount of any other installment. Selecting an income-sensitive repayment schedule may increase your costs. If you select this schedule, you may initially be set up under a standard or graduated repayment schedule as explained in Section E of the application.
- **Extended Payments** - This schedule allows borrowers with FFELP loans in excess of $30,000 to repay their debt over a 25-year period. Under the other repayment schedules, you must have at least $40,000 in debt to qualify for a 25-year repayment period. If you have debt in excess of $60,000 and wish to repay it over 30 years, you should select one of the other repayment schedules.

If you do not notify your lender of your choice of repayment schedule or do not provide your lender with the documentation required for an income-sensitive repayment schedule, your lender will establish a standard repayment schedule for your Consolidation loan.

Prior to selection of your repayment schedule, it is important for you to determine the estimated total amount of your Federal Consolidation Loan and to calculate the interest rate of the loan based on the weighted average of the loans being consolidated. This information will assist you in projecting an estimated monthly payment.

### Step 1: Determine Your Estimated Federal Consolidation Loan Amount

<table>
<thead>
<tr>
<th>(1) Loan Type</th>
<th>(2) Estimated Current Balance</th>
<th>(3) Interest Rate</th>
<th>(4) Interest Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Column 1.
Enter the loan type of each loan you want to consolidate (e.g., Subsidized Stafford, PLUS, etc.).

#### Column 2.
Enter the estimated current balance for each loan and total.

#### Column 3.
Enter the interest rate of each loan.

#### Column 4.
See Step 2 for instructions.

### Total

### Step 2: Determine Your Estimated Federal Consolidation Loan Interest Rate

Except for the portion of your loan attributable to HEAL loans, the interest rate for your Federal Consolidation Loan will be the weighted average of the interest rates of the loans being consolidated, rounded up to the nearest 1/8th percent, not to exceed 8.25 percent. Use the instructions to the right to calculate the weighted average interest rate.

For any portion of the loan attributable to HEAL loans, the interest rate is variable and adjusts each July 1. The interest rate is the average of the bond equivalent rates of the 91-day Treasury Bills auctioned for the quarter ending June 30, plus 3.0%. If you have a HEAL loan included in your Federal Consolidation Loan, you may have up to two interest rates on the loan — fixed and variable.

#### Instructions for Calculating the Estimated Weighted Average Interest Rate

1. Multiply each estimated current balance in column 2 by the interest rate in Column 3. Enter those figures in Column 4 and total.
2. Divide the total of Column 4 by the total estimated current balance (Column 2).

Revised 3/22/2007
\[
\frac{\text{Tally Column 2}}{\text{Tally Column 3}} = \% \\
\text{Round this figure upward to the nearest } 1/8^{th} \text{ percent.}
\]

\% \text{ (not to exceed 8.25 percent). This is the estimated weighted average interest rate.}
Repayment Information (continued)

Length of Repayment Period

The following table shows the maximum repayment period available based on your estimated Federal Consolidation Loan amount and other outstanding education loans.*

<table>
<thead>
<tr>
<th>Principal Amount of Loan</th>
<th>Length of Repayment Period</th>
<th>Total Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $7,500</td>
<td>10 years</td>
<td>$1,075</td>
</tr>
<tr>
<td>$7,500 to $9,999.99</td>
<td>12 years</td>
<td>$3,315</td>
</tr>
<tr>
<td>$10,000 to $19,999.99</td>
<td>15 years</td>
<td>$6,352</td>
</tr>
<tr>
<td>$20,000 to $39,999.99</td>
<td>20 years</td>
<td>$11,359</td>
</tr>
<tr>
<td>$40,000 to $59,999.99</td>
<td>25 years</td>
<td>$17,517</td>
</tr>
<tr>
<td>$60,000 and above</td>
<td>30 years</td>
<td>$26,258</td>
</tr>
</tbody>
</table>

Note: You can request a repayment period that is shorter than the maximum allowed. Selecting a shorter repayment period will decrease your interest costs.

*You may qualify for a longer repayment period (which would reduce your monthly payment) if you have other outstanding eligible education loans not being consolidated or other education loans that are not eligible for consolidation but meet the following description:

Loans must have been obtained from an institution that makes loans such as banks, schools, or state agencies under a public or private loan program exclusively to finance postsecondary education. (Personal loans from family or friends or loans in default may not be included.) If you have other outstanding education loans that are not being included in this Federal Consolidation Loan, and you would like the balance(s) of the loan(s) to be used to determine the repayment period on your Federal Consolidation Loan, be certain to list such loan(s) on the Federal Consolidation Loan Application and Promissory Note, Section D.2.

Standard Payments – Estimated Monthly Payment

Using the estimated Federal Consolidation Loan amount that you determined in Step 1 and the estimated interest rate that you calculated in Step 2, you can use the following table to determine your estimated monthly payment. The repayment table provides for estimated standard monthly payments for the maximum number of years allowed. If you are consolidating HEAL loans, contact the consolidating lender for information on estimating your monthly payment.

<table>
<thead>
<tr>
<th>Principal Amount of Loan</th>
<th>Term (Years)</th>
<th>4% Monthly Payment</th>
<th>Total Interest</th>
<th>5% Monthly Payment</th>
<th>Total Interest</th>
<th>6% Monthly Payment</th>
<th>Total Interest</th>
<th>7% Monthly Payment</th>
<th>Total Interest</th>
<th>8% Monthly Payment</th>
<th>Total Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,000</td>
<td>10</td>
<td>$51</td>
<td>$1,075</td>
<td>$53</td>
<td>$1,364</td>
<td>$56</td>
<td>$1,661</td>
<td>$59</td>
<td>$1,967</td>
<td>$61</td>
<td>$2,260</td>
</tr>
<tr>
<td>$7,500</td>
<td>12</td>
<td>$66</td>
<td>$1,956</td>
<td>$70</td>
<td>$2,489</td>
<td>$74</td>
<td>$3,040</td>
<td>$78</td>
<td>$3,607</td>
<td>$82</td>
<td>$4,191</td>
</tr>
<tr>
<td>$10,000</td>
<td>15</td>
<td>$74</td>
<td>$3,315</td>
<td>$80</td>
<td>$4,235</td>
<td>$85</td>
<td>$5,190</td>
<td>$90</td>
<td>$6,177</td>
<td>$96</td>
<td>$7,201</td>
</tr>
<tr>
<td>$12,500</td>
<td>15</td>
<td>$93</td>
<td>$4,143</td>
<td>$99</td>
<td>$5,293</td>
<td>$106</td>
<td>$6,487</td>
<td>$113</td>
<td>$7,724</td>
<td>$120</td>
<td>$9,003</td>
</tr>
<tr>
<td>$15,000</td>
<td>15</td>
<td>$111</td>
<td>$4,972</td>
<td>$119</td>
<td>$6,352</td>
<td>$127</td>
<td>$7,785</td>
<td>$135</td>
<td>$9,268</td>
<td>$144</td>
<td>$10,803</td>
</tr>
<tr>
<td>$20,000</td>
<td>20</td>
<td>$122</td>
<td>$6,987</td>
<td>$132</td>
<td>$11,678</td>
<td>$144</td>
<td>$14,389</td>
<td>$156</td>
<td>$17,215</td>
<td>$168</td>
<td>$20,150</td>
</tr>
<tr>
<td>$25,000</td>
<td>20</td>
<td>$152</td>
<td>$11,359</td>
<td>$165</td>
<td>$14,596</td>
<td>$180</td>
<td>$17,986</td>
<td>$194</td>
<td>$21,518</td>
<td>$210</td>
<td>$25,187</td>
</tr>
<tr>
<td>$30,000</td>
<td>20</td>
<td>$182</td>
<td>$13,631</td>
<td>$198</td>
<td>$17,517</td>
<td>$215</td>
<td>$21,583</td>
<td>$233</td>
<td>$25,822</td>
<td>$251</td>
<td>$30,224</td>
</tr>
<tr>
<td>$35,000</td>
<td>20</td>
<td>$213</td>
<td>$15,903</td>
<td>$231</td>
<td>$20,437</td>
<td>$251</td>
<td>$25,181</td>
<td>$272</td>
<td>$30,126</td>
<td>$293</td>
<td>$35,261</td>
</tr>
<tr>
<td>$45,000</td>
<td>25</td>
<td>$238</td>
<td>$26,258</td>
<td>$264</td>
<td>$33,920</td>
<td>$290</td>
<td>$41,981</td>
<td>$319</td>
<td>$50,416</td>
<td>$348</td>
<td>$59,196</td>
</tr>
<tr>
<td>$60,000</td>
<td>30</td>
<td>$287</td>
<td>$43,122</td>
<td>$323</td>
<td>$55,954</td>
<td>$360</td>
<td>$69,503</td>
<td>$400</td>
<td>$83,706</td>
<td>$441</td>
<td>$98,494</td>
</tr>
</tbody>
</table>

The total interest listed assumes payments received on time as scheduled.

Graduated Payments – Estimated Monthly Payment

Lenders can offer a variety of graduated payment schedules provided they comply with federal regulations. [Payment examples to be added to this section by the lender/guarantor.]

Income-Sensitive Payments – Estimated Monthly Payment

Based on the income documentation that you provide, your lender will make a determination of your monthly payment. [Payment examples to be added to this section by the lender/guarantor.]

Extended Payments – Estimated Monthly Payment

Extended repayment allows borrowers with FFELP loans in excess of $30,000 to repay their debt over a 25-year period. Under the other repayment schedules, you must have at least $40,000 in debt to qualify for a 25-year repayment period. If you have debt in excess of $60,000 and wish to repay it over 30 years, you should select one of the other repayment schedules.

Revised 3/22/2007
Repayment Information (continued)

**Capitalization Information**

**What Is Capitalization?**
Capitalization is a process whereby a lender adds unpaid interest to the principal balance of a loan. You are responsible for paying the interest that accrues on your Federal Consolidation Loan from the date the lender disburses the loan proceeds to the holders of the loans being consolidated until your Federal Consolidation Loan is paid in full. Depending on the loan types included in your Federal Consolidation Loan, you may qualify to have the federal government pay the interest on your loan or a portion of your loan during an authorized deferment period. Any unpaid interest on your loan may be capitalized. Capitalization may occur no more frequently than quarterly.

If you are granted a deferment (and you are responsible for interest that accrues during such periods) or forbearance and you choose to defer payment and capitalize interest charges, the principal balance of your loan will increase each time your lender capitalizes unpaid interest. As a result, you will pay more interest over the life of the loan. When you resume repayment, your monthly payment amount will be higher or you will make more payments.

Contact your consolidating lender if you have any questions or need more information.

---

<table>
<thead>
<tr>
<th>Loan Amount</th>
<th>Monthly Interest</th>
<th>Option 1: Interest Payment Made</th>
<th>Option 2: Interest Payment Deferred</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Monthly Payment</td>
<td>Interest Capitalized</td>
</tr>
<tr>
<td>$5,000</td>
<td>$34.00</td>
<td>$61 (120 months)</td>
<td>$413</td>
</tr>
<tr>
<td>$7,500</td>
<td>$50.00</td>
<td>$82 (144 months)</td>
<td>$619</td>
</tr>
<tr>
<td>$10,000</td>
<td>$67.00</td>
<td>$96 (180 months)</td>
<td>$826</td>
</tr>
<tr>
<td>$15,000</td>
<td>$100.00</td>
<td>$144 (180 months)</td>
<td>$1,237</td>
</tr>
<tr>
<td>$20,000</td>
<td>$134.00</td>
<td>$168 (240 months)</td>
<td>$1,651</td>
</tr>
</tbody>
</table>

**Capitalization for Loans at 8% Interest Rate**
This chart compares the monthly payments on loans in a deferment or forbearance status where the interest is paid (Option 1) and where the interest is capitalized (Option 2). The estimate of interest capitalized in these examples is based on quarterly capitalization over a 12-month period.
Private Education Loan
Applicant Self-Certification

Important: Pursuant to Section 155 of the Higher Education Act of 1965, as amended, (HEA) and to satisfy the requirements of Section 128(e)(3) of the Truth in Lending Act, a lender must obtain a self-certification signed by the applicant before disbursing a private education loan. The school is required on request to provide this form or the required information only for students admitted or enrolled at the school. Throughout this Applicant Self-Certification, “you” and “your” refer to the applicant who is applying for the loan. The applicant and the student may be the same person.

Instructions: Before signing, carefully read the entire form, including the definitions and other information on the following page. Submit the signed form to your lender.

SECTION 1: NOTICES TO APPLICANT

- Free or lower-cost Title IV federal, state, or school student financial aid may be available in place of, or in addition to, a private education loan. To apply for Title IV federal grants, loans and work-study, submit a Free Application for Federal Student Aid (FAFSA) available at www.fafsa.ed.gov, or by calling 1-800-4-FED-AID, or from the school’s financial aid office.
- A private education loan may reduce eligibility for free or lower-cost federal, state, or school student financial aid.
- You are strongly encouraged to pursue the availability of free or lower-cost financial aid with the school’s financial aid office.
- The financial information required to complete this form can be obtained from the school’s financial aid office. If the lender has provided this information, you should contact your school’s financial aid office to verify this information and to discuss your financing options.

SECTION 2: COST OF ATTENDANCE AND ESTIMATED FINANCIAL ASSISTANCE

If information is not already entered below, obtain the needed information from the school’s financial aid office and enter it on the appropriate line. Sign and date where indicated.

A. Student’s cost of attendance for the period of enrollment covered by the loan $____
B. Estimated financial assistance for the period of enrollment covered by the loan $____
C. Difference between amounts A and B $____

WARNING: If you borrow more than the amount on line C, you risk reducing your eligibility for free or lower-cost federal, state, or school financial aid.

SECTION 3: APPLICANT INFORMATION

Enter or correct the information below.

Full Name and Address of School ____________________________________________________________

Applicant Name (last, first, MI) ________________________________ Date of Birth (mm/dd/yyyy) ___ / ___ / ___

Permanent Street Address ________________________________________________________________

City, State, Zip Code ____________________________________________________________

Area Code / Telephone Number Home (          ) ______________ Other (          ) ______________

E-mail Address ____________________________________________________________

Period of Enrollment Covered by the Loan (mm/dd/yyyy) From ___ / ___ / _____ to ___ / ___ / _____

If the student is not the applicant, provide the student’s name and date of birth.

Student Name (last, first, MI) ________________________________ Student Date of Birth (mm/dd/yyyy) ___ / ___ / ___

SECTION 4: APPLICANT SIGNATURE

I certify that I have read and understood the notices in Section 1 and, that to the best of my knowledge, the information provided on this form is true and correct.

Signature of Applicant __________________________________________ Date (mm/dd/yyyy) ____________________

2/12/2010
SECTION 5: DEFINITIONS

Cost of attendance is an estimate of tuition and fees, room and board, transportation, and other costs for the period of enrollment covered by the loan, as determined by the school. A student’s cost of attendance may be obtained from the school’s financial aid office.

Estimated financial assistance is all federal, state, institutional (school), private, and other sources of assistance used in determining eligibility for most Title IV student financial aid, including amounts of financial assistance used to replace the expected family contribution. The student’s estimated financial assistance is determined by the school and may be obtained from the school’s financial aid office.

A lender is a private education lender as defined in Section 140 of the Truth in Lending Act and any other person engaged in the business of securing, making, or extending private education loans on behalf of the lender.

A period of enrollment is the academic year, academic term (such as semester, trimester, or quarter), or the number of weeks of instructional time for which the applicant is requesting the loan.

A private education loan is a loan provided by a private education lender that is not a Title IV loan and that is issued expressly for postsecondary education expenses, regardless of whether the loan is provided through the school that the student attends or directly to the borrower from the private education lender. A private education loan does not include (1) An extension of credit under an open-end consumer credit plan, a reverse mortgage transaction, a residential mortgage transaction, or any other loan that is secured by real property or a dwelling; or (2) An extension of credit in which the school is the lender if the term of the extension of credit is 90 days or less or an interest rate will not be applied to the credit balance and the term of the extension of credit is one year or less, even if the credit is payable in more than four installments.

Title IV student financial aid includes the Federal Pell Grant Program, the Academic Competitiveness Grant (ACG) Program, the Federal Supplemental Educational Opportunity Grant (FSEOG) Program, the Leveraging Educational Assistance Partnership (LEAP) Program, the Federal Family Education Loan Program (FFELP), the Federal Work-Study (FWS) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan Program, the National Science and Mathematics Access to Retain Talent Grant (National SMART Grant) Program, and the Teacher Education Assistance for College and Higher Education (TEACH) Grant Program. To apply for Title IV federal grants, loans, and work-study, submit a Free Application for Federal Student Aid (FAFSA), which is available at www.fafsa.gov, by calling 1-800-4-FED-AID, or from the school’s financial aid office.

SECTION 6: PAPERWORK REDUCTION NOTICE

Paperwork Reduction Notice: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0101. The time required to complete this information collection is estimated to average 0.25 hours (15 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed and complete and review the information collection.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4651.

If you have any comments or concerns regarding the status of your individual submission of this form, contact your lender.
Treatment Of Title IV Funds When A Student withdraws From A Credit-Hour Program

A school that is not required to take attendance may, for a student who withdraws without notification, enter 50% in Box H and proceed to Step 3. Or, the school may enter the last date of attendance at an academically related activity for the "withdrawal date," and proceed with the calculation as instructed. For a student who officially withdraws, enter the withdrawal date. Monetary amounts should be in dollars and cents (rounded to the nearest penny). When calculating percentages, round to three decimal places. (For example, .4486 = .449, or 44.9%)

STEP 1: Student's Title IV Aid Information

<table>
<thead>
<tr>
<th>Title IV Grant Programs</th>
<th>Amount Disbursed</th>
<th>Amount that Could Have Been Disbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Pell Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Academic Competitiveness Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. National SMART Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. FSEOG</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. TEACH Grant</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A. Subtotal

<table>
<thead>
<tr>
<th>Title IV Loan Programs</th>
<th>Net Amount Disbursed</th>
<th>Net Amount that Could Have Been Disbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Unsubsidized FFEL/Direct Stafford Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Subsidized FFEL/Direct Stafford Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Perkins Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. FFEL/PLUS (Graduate Students)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. FFEL/PLUS (Parent)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Subtotal

E. Total Title IV aid disbursed for the period.

F. Total Title IV grant aid disbursed and that could have been disbursed for the period.

G. Total Title IV aid disbursed and that could have been disbursed for the period.

STEP 2: Percentage of Title IV Aid Earned

<table>
<thead>
<tr>
<th>Start date</th>
<th>Scheduled end date</th>
<th>Date of withdrawal</th>
</tr>
</thead>
<tbody>
<tr>
<td>/ /</td>
<td>/ /</td>
<td>/ /</td>
</tr>
</tbody>
</table>

A school that is not required to take attendance may, for a student who withdraws without notification, enter 50% in Box H and proceed to Step 3. Or, the school may enter the last date of attendance at an academically related activity for the "withdrawal date," and proceed with the calculation as instructed. For a student who officially withdraws, enter the withdrawal date.

H. Percentage of payment period or period of enrollment completed

Divide the calendar days completed in the period by the total calendar days in the period (excluding scheduled breaks of five days or more AND days that the student was on an approved leave of absence).

\[
\text{Completed days} \div \text{Total days} = \% \%
\]

If this percentage is greater than 60%, enter 100% in Box H and proceed to Step 3.

If this percentage is less than or equal to 60%, enter that percentage in Box H, and proceed to Step 3.

STEP 3: Amount of Title IV Aid Earned by the Student

Multiply the percentage of Title IV aid earned (Box H) by the Total Title IV aid disbursed and that could have been disbursed for the period (Box G).

\[
\% \times \text{Box G} = \text{I. $} \ 
\]

STEP 4: Title IV Aid to be Disbursed or Returned

- If the amount in Box I is greater than the amount in Box E, go to Post-withdrawal disbursement (Item J).
- If the amount in Box I is less than the amount in Box E, go to Title IV aid to be returned (Item K).
- If the amounts in Box I and Box E are equal, STOP. No further action is necessary.

J. Post-withdrawal disbursement

From the Amount of Title IV aid earned by the student (Box I) subtract the Total Title IV aid disbursed for the period (Box E). This is the amount of the post-withdrawal disbursement.

Stop here, and enter the amount in Box I on Page 3 (Post-withdrawal disbursement tracking sheet).

\[
\text{Box I} - \text{Box E} = \text{J. $} 
\]
## Treatment Of Title IV Funds When A Student Withdraws From A Credit-Hour Program

### Step 4: Aid to be Disbursed or Returned CONTINUED

#### K. Title IV aid to be returned

From the Total Title IV aid disbursed for the period (Box E) subtract the amount of Title IV aid earned by the student (Box I). This is the amount of Title IV aid that must be returned.

\[
\text{Box E} - \text{Box I} = \text{K.}\$.
\]

### Step 5: Amount of Unearned Title IV Aid Due from the School

#### L. Institutional charges for the period

<table>
<thead>
<tr>
<th>Tuition</th>
<th>Room</th>
<th>Board</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Institutional Charges

\[
\text{Total Institutional Charges} = \text{L.}\$.
\]

#### M. Percentage of unearned Title IV aid

\[
100\% - \text{M.}\% = \%
\]

#### N. Amount of unearned charges

Multiply institutional charges for the period (Box L) by the percentage of unearned Title IV aid (Box M).

\[
\text{Box L} \times \text{Box M} = \text{N.}\$.
\]

#### O. Amount for school to return

Compare the amount of Title IV aid to be returned (Box K) to amount of unearned charges (Box N), and enter the lesser amount.

\[
\text{Box K} \leq \text{Box N} = \text{O.}\$.
\]

### Step 6: Return of Funds by the School

The school must return the unearned aid for which the school is responsible (Box O) by repaying funds to the following sources, in order, up to the total net amount disbursed from each source.

#### Title IV Programs

1. Unsubsidized FFEL/Direct Stafford Loan
2. Subsidized FFEL/Direct Stafford Loan
3. Perkins Loan
4. FFEL/Direct PLUS (Graduate Student)
5. FFEL/Direct PLUS (Parent)

Total loans the school must return

\[
\text{P.}\$.
\]

### Step 7: Initial Amount of Unearned Title IV Aid Due from the Student

From the amount of Title IV aid to be returned (Box K) subtract the Amount for the school to return (Box O).

\[
\text{Box K} - \text{Box O} = \text{Q.}\$.
\]

- If Box Q is \(\leq\) zero, STOP. If greater than zero, go to Step 8.

### Step 8: Repayment of the Student's loans

From the Net loans disbursed to the student (Box B) subtract the Total loans the school must return (Box P) to find the amount of Title IV loans the student is still responsible for repaying (Box Q).

These outstanding loans consist either of loan funds the student has earned, or unearned loan funds that the school is not responsible for repaying, or both; and they are repaid to the loan holders according to the terms of the borrower's promissory note.

\[
\text{Box B} - \text{Box P} = \text{R.}\$.
\]

- If Box Q is \(<\) Box R, STOP. The only action a school must take is to notify the holders of the loans of the student's withdrawal date.
- If Box Q is \(>\) Box R, proceed to Step 9.

### Step 9: Grant Funds to be Returned

#### S. Initial amount of Title IV grants for student to return

From the initial amount of unearned Title IV aid due from the student (Box Q) subtract the amount of loans to be repaid by the student (Box R).

\[
\text{Box Q} - \text{Box R} = \text{S.}\$.
\]

#### T. Amount of Title IV grant protection

Multiply the total of Title IV grant aid that was disbursed and that could have been disbursed for the period (Box F) by 50%.

\[
\text{Box F} \times 50\% = \text{T.}\$.
\]

#### U. Title IV grant funds for student to return

From the Initial amount of Title IV grants for student to return (Box S) subtract the Amount of Title IV grant protection (Box T).

\[
\text{Box S} - \text{Box T} = \text{U.}\$.
\]

- If Box U is \(\leq\) zero, STOP. If not, go to Step 10.

### Step 10: Return of Grant Funds by the Student

Except as noted below, the student must return the unearned grant funds for which he or she is responsible (Box U). The grant funds returned by the student are applied to the following sources in the order indicated, up to the total amount disbursed from that grant program minus any grant funds the school is responsible for returning to that program in Step 6.

#### Title IV Grant Programs

1. Pell Grant
2. Academic Competitiveness Grant
3. National SMART Grant
4. FSEOG
5. TEACH Grant

Note that the student is not responsible for returning funds to any program to which the student owes $50.00 or less.

---

You may use this form when the withdrawal date is on or after 11/01/2007
POST-WITHDRAWAL DISBURSEMENT TRACKING SHEET

Student's Name

Social Security Number

Date of school's determination that student withdrew

I. Amount of Post-withdrawal Disbursement (PWD)

Amount from "Box J" of the Treatment of Title IV Funds When a Student Withdraws worksheet

Box 1

II. Outstanding Charges For Educationally Related Expenses Remaining On Student's Account

Total Outstanding Charges Scheduled to be Paid from PWD

(Note: Prior-year charges cannot exceed $200.)

Box 2

III. Post-withdrawal Disbursement Offered Directly to Student and/or Parent

From the total Post-withdrawal Disbursement due (Box 1), subtract the Post-withdrawal Disbursement to be credited to the student's account (Box 2). This is the amount you must make to the student (grant) or offer to the student or parent (Loan) as a Direct Disbursement.

$ \quad - \quad $ \quad = \quad Box 3

IV. Allocation of Post-withdrawal Disbursement

<table>
<thead>
<tr>
<th>Type of Aid</th>
<th>Loan Amount School Seeks to Credit to Account</th>
<th>Loan Amount Authorized to Credit to Account</th>
<th>Title IV Aid Credited to Account</th>
<th>Loan Amount Offered as Direct Disbursement</th>
<th>Loan Amount Accepted as Direct Disbursement</th>
<th>Title IV Aid Disbursed Directly to Student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pell Grant</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>ACG</td>
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<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>National SMART Grant</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>FSEOG</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>TEACH Grant</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Unsubsidized FFEL / Direct</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subsidized FFEL / Direct</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Perkins</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>FFEL / Direct Grad Plus</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FFEL / Direct Parent Plus</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

V. Authorizations and Notifications

Post-withdrawal disbursement loan notification sent to student and/or parent on

Deadline for student and/or parent to respond

Response received from student and/or parent on

Response not received

School does not accept late response

VI. Date Funds Sent

Date Direct Disbursement mailed or transferred

Grant

Loan

You may use this form when the withdrawal date is on or after 11/01/2007
### Treatment Of Title IV Funds When A Student Withdraws From A Clock-Hour Program

**Student’s Name**

**Social Security Number**

<table>
<thead>
<tr>
<th>Date form completed</th>
<th>Date of school’s determination that student withdrew</th>
</tr>
</thead>
<tbody>
<tr>
<td>/ /</td>
<td>/ /</td>
</tr>
</tbody>
</table>

**Period used for calculation (check one)**

- [ ] Payment period
- [ ] Period of enrollment

_Monetary amounts should be in dollars and cents (rounded to the nearest penny). When calculating percentages, round to three decimal places. (For example, .4486 = .449, or 44.9%)_

### STEP 1: Student’s Title IV Aid Information

<table>
<thead>
<tr>
<th>Title IV Grant Programs</th>
<th>Amount Disbursed</th>
<th>Amount that Could Have Been Disbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Pell Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Academic Competitiveness Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. National SMART Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. FSEOG</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. TEACH Grant</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title IV Loan Programs</th>
<th>Net Amount Disbursed</th>
<th>Net Amount that Could Have Been Disbursed</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Unsubsidized FFEL/Direct Stafford Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Subsidized FFEL/Direct Stafford Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Perkins Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. FFEL/Direct PLUS (Graduate Student)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. FFEL/Direct PLUS (Parent)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**A.** Subtotal  
**B.** Subtotal  

**E. Total Title IV aid disbursed for the period.**

\[ A + B = E. \]

**F. Total Title IV grant aid disbursed and that could have been disbursed for the period.**

\[ A + C = F. \]

**G. Total Title IV aid disbursed and that could have been disbursed for the period.**

\[ A + B + C = G. \]

### STEP 2: Percentage of Title IV Aid Earned

**Withdrawal date**

\[ / / / \]

**H. Determine the percentage of the period completed:**

Divide the clock hours scheduled to have been completed as of the withdrawal date in the period by the total clock hours in the period.

\[ \frac{\text{Hours scheduled to complete}}{\text{Total hours in period}} = \% \]

- If this percentage is greater than 60%, enter 100% in Box H and proceed to Step 3.
- If this percentage is less than or equal to 60%, enter that percentage in Box H, and proceed to Step 3.

\[ H. \% \]

### STEP 3: Amount of Title IV Aid Earned by the Student

Multiply the percentage of Title IV aid earned (Box H) by the Total Title IV aid disbursed and that could have been disbursed for the period (Box G).

\[ \% \times \text{Box G} = \text{I.$} \]

### STEP 4: Title IV Aid to be Disbursed or Returned

- If the amount in Box I is greater than the amount in Box E, go to Post-withdrawal disbursement (Item J).
- If the amount in Box I is less than the amount in Box E, go to Title IV aid to be returned (Item K).
- If the amounts in Box I and Box E are equal, STOP. No further action is necessary.

**J. Post-withdrawal disbursement**

From the Amount of Title IV aid earned by the student (Box I) subtract the Total Title IV aid disbursed for the period (Box E). This is the amount of the post-withdrawal disbursement. **Stop here**, and enter the amount in Box 1 on Page 3 (Post-withdrawal disbursement tracking sheet).

\[ \text{Box I} - \text{Box E} = \text{J.$} \]

**K. Title IV aid to be returned**

From the Total Title IV aid disbursed for the period (Box E) subtract the Amount of Title IV aid earned by the student (Box I). This is the amount of Title IV aid that must be returned.

\[ \text{Box E} - \text{Box I} = \text{K.$} \]

_You may use this form when the withdrawal date is on or after 11/01/2007_ 

_p. 1 of 3_
### STEP 5: Amount of Unearned Title IV Aid Due from the School

<table>
<thead>
<tr>
<th>L. Institutional charges for the period</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuition</td>
<td></td>
</tr>
<tr>
<td>Room</td>
<td></td>
</tr>
<tr>
<td>Board</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

**Total Institutional Charges** (Add all the charges together) = L.

**M. Percentage of unearned Title IV aid**

$$100\% - \frac{\text{Box H}}{\%} = \text{M.}\%$$

**N. Amount of unearned charges**

Multiply institutional charges for the period (Box L) by the Percentage of unearned Title IV aid (Box M).

$$\text{Box L}\times\frac{\%}{\text{Box M}} = \text{N.}\.$$

### STEP 6: Return of Funds by the School

The school must return the unearned aid for which the school is responsible (Box O) by repaying funds to the following sources, in order, up to the total net amount disbursed from each source.

**Title IV Programs**

1. Unsubsidized FFEL/Direct Stafford Loan
2. Subsidized FFEL/Direct Stafford Loan
3. Perkins Loan
4. FFEL/Direct PLUS (Graduate Student)
5. FFEL/Direct PLUS (Parent)

**Total loans the school must return** = P.

### STEP 7: Initial Amount of Unearned Title IV Aid Due from the Student

From the amount of Title IV aid to be returned (Box K) subtract the Amount for the school to return (Box O).

$$\text{Box K} - \text{Box O} = \text{Q.}\.$$

**Note**: If Box Q is ≤ zero, STOP. If greater than zero, go to Step 8.

### STEP 8: Repayment of the Student’s loans

From the Net loans disbursed to the student (Box B) subtract the Total loans the school must return (Box P) to find the amount of Title IV loans the student is still responsible for repaying (Box R).

These outstanding loans consist either of loan funds the student has earned, or unearned loan funds that the school is not responsible for repaying, or both; and they are repaid to the loan holders according to the terms of the borrower’s promissory note.

$$\text{Box B} - \text{Box P} = \text{R.}\.$$

**Note**: If Box Q is less than or equal to Box R, STOP. The only action a school must take is to notify the holders of the loans of the student’s withdrawal date.

**Note**: If Box Q is greater than Box R, proceed to Step 9.

### STEP 9: Grant Funds to be Returned

**S. Initial amount of Title IV grants for student to return**

From the Initial amount of unearned Title IV aid due from the student (Box Q) subtract the amount of loans to be repaid by the student (Box R).

$$\text{Box Q} - \text{Box R} = \text{S.}\.$$

**T. Amount of Title IV grant protection**

Multiply the total of Title IV grant aid that was disbursed and that could have been disbursed for the period (Box F) by 50%.

$$\text{Box F}\times50\% = \text{T.}\.$$

**U. Title IV grant funds for student to return**

From the Initial amount of Title IV grants for student to return (Box S) subtract the Amount of Title IV grant protection (Box T).

$$\text{Box S} - \text{Box T} = \text{U.}\.$$

**Note**: If Box U is less than or equal to zero, STOP. If not, go to Step 10.

### STEP 10: Return of Grant Funds by the Student

Except as noted below, the student must return the unearned grant funds for which he or she is responsible (Box U). The grant funds returned by the student are applied to the following sources in the order indicated, up to the total amount disbursed from that grant program minus any grant funds the school is responsible for returning to that program in Step 6.

**Title IV Grant Programs**

1. Pell Grant
2. Academic Competitiveness Grant
3. National SMART Grant
4. FSEOG
5. TEACH Grant

**Note**: The student is not responsible for returning funds to any program to which the student owes $50.00 or less.
# POST-DISBURSEMENT TRACKING SHEET

<table>
<thead>
<tr>
<th>Student's Name</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Date of school's determination that student withdrew** / / 

## I. Amount of Post-withdrawal Disbursement (PWD)

Amount from “Box J” of the Treatment of Title IV Funds When a Student Withdraws worksheet **Box 1** $ .

## II. Outstanding Charges For Educationally Related Expenses Remaining On Student’s Account

Total Outstanding Charges Scheduled to be Paid from PWD (Note: Prior-year charges cannot exceed $200.) **Box 2** $ .

## III. Post-withdrawal Disbursement Offered Directly to Student and/or Parent

From the total Post-withdrawal Disbursement due (Box 1), subtract the Post-withdrawal Disbursement to be credited to the student's account (Box 2). This is the amount you must make to the student (grant) or offer to the student or parent (Loan) as a Direct Disbursement.

Box 1 $ .  
Box 2 $ .  
**Box 3** $ .

## IV. Allocation of Post-withdrawal Disbursement

<table>
<thead>
<tr>
<th>Type of Aid</th>
<th>Loan Amount School Seeks to Credit to Account</th>
<th>Loan Amount Authorized to Credit to Account</th>
<th>Title IV Aid Credited to Account</th>
<th>Loan Amount Offered as Direct Disbursement</th>
<th>Loan Amount Accepted as Direct Disbursement</th>
<th>Title IV Aid Disbursed Directly to Student</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pell Grant</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ACG</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>National SMART Grant</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>FSEOG</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>TEACH Grant</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Unsubsidized FFEL / Direct</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Subsidized FFEL / Direct</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Perkins</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FFEL / Direct Grad Plus</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>FFEL / Direct Parent Plus</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

## V. Authorizations and Notifications

Post-withdrawal disbursement loan notification sent to student and/or parent on / / 

Deadline for student and/or parent to respond / / 

Response received from student and/or parent on / / 

Response not received / / 

School does not accept late response / / 

## VI. Date Funds Sent

Date Direct Disbursement mailed or transferred Grant / / 

Loan / / 

You may use this form when the withdrawal date is on or after 11/01/2007
# Information Required when Referring Student Overpayments to Borrower Services - Collections

## Student Information

<table>
<thead>
<tr>
<th>Name (Last, First, MI):</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number:</th>
<th>Social Security Number:</th>
<th>Date of Birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If your Pell Reporting ID is different than your Pell Attended ID, please provide both. Otherwise, just report the Pell Attended ID.

<table>
<thead>
<tr>
<th>ACG Award ID:</th>
<th>National Smart Grant Award ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>TEACH Award ID:</th>
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<tbody>
<tr>
<td></td>
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</table>

## Parent/Spouse Information

<table>
<thead>
<tr>
<th>Name (Last, First, MI):</th>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone Number:</th>
<th>Social Security Number:</th>
<th>Date of Birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## School Information

If your Pell Reporting ID is different than your Pell Attended ID, please provide both. Otherwise, just report the Pell Attended ID.

<table>
<thead>
<tr>
<th>Reporting School’s Pell ID Number:</th>
<th>Attending School’s Pell ID Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If your school does not have a Pell ID, Enter your OPE ID:

<table>
<thead>
<tr>
<th>Name of Contact:</th>
<th>Telephone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

## Disbursements and Repayments

<table>
<thead>
<tr>
<th>Award year in which overpayment was disbursed:</th>
<th>Pell Grant</th>
<th>Academic Competitiveness Grant</th>
<th>National Smart Grant</th>
<th>FSEOG</th>
<th>TEACH Grant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total grant disbursed:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dates of disbursement:</th>
<th>(Must match NSLDS overpayment record)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Overpayment amount owed by student:*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total grant repaid by student to school, if any:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of last payment to school, if any:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total being referred for collection:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 If using individual or aggregate matching, report federal share only. Otherwise report total FSEOG.

* If the overpayment is the result of a withdrawal, provide the date of the withdrawal

If the overpayment is not the result of a withdrawal, please provide a brief explanation of the reason for the overpayment.

SEND INFORMATION TO  ➔  Student Loan Processing Center-Overpayments  
P.O. Box 4157  
Greenville, Texas 75403  
(903) 454-5398 ➔  FAX
ECONOMIC HARDSHIP DEFERMENT REQUEST
Federal Family Education Loan Program
Use this form only if all of your outstanding Federal Family Education Loan Program loans were made on or after July 1, 1993, or if you had no
balance on loans made before July 1, 1993, when you obtained a loan disbursed on or after July 1, 1993.
WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents is subject to
penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION
Please enter or correct the following information.
SSN |__|__|__|__|__|__|__|__|
Name ____________________________
Address ____________________________
City, State, Zip Code ____________________________
Telephone - Home ( ) ____________________________
Telephone - Other ( ) ____________________________
E-mail Address (Optional) ____________________________

SECTION 2: DEFERMENT REQUEST
Before answering any questions, carefully read the entire form, including the instructions and other information in Sections 4, 5, and 6.

I meet the qualifications stated in Section 6 for the Economic Hardship Defe rment checked below and request that my loan holder defer repayment of my loan(s) beginning
______/______/______ (You must provide this date regardless of which condition you check below.)

To qualify, I must meet one of the conditions listed below and must provide the required documentation, as described in Section 6, for only that condition.

Check one:
(1) ☐ I have been granted an economic hardship deferment under the William D. Ford Federal Direct Loan (Direct Loan) Program or the Federal Perkins Loan Program for the same period of time for which I am requesting this deferment. I have attached documentation of the deferment.

(2) ☐ I am receiving or received payments under a federal or state public assistance program, such as Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), Food Stamps, or state general public assistance. I have attached documentation of these payments.

(3) ☐ I am serving as a Peace Corps volunteer. I have attached documentation certifying my period of service in the Peace Corps.

(4) ☐ I work full time and my monthly income does not exceed the larger of (A) the Federal Minimum Wage Rate or (B) 150% of the poverty guideline for my family size and state. I have attached documentation of this income.

   (A) Federal Minimum Wage Rate (monthly amount, based on $7.25 an hour): $1,256.67

   (B) 150% of the poverty guideline for my family size and state: This amount is listed in Section 6.

SECTION 3: BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

I understand that:

(1) I am not required to make payments of loan principal during my deferment. Interest will not be charged on my subsidized loan(s) during my deferment. However, interest will be charged on my unsubsidized loan(s).

(2) I have the option of paying the interest that accrues on my unsubsidized loan(s) during my deferment.

(3) I may choose to make interest payments by checking the box below. My loan holder may capitalize interest that I do not pay during the deferment period.

☐ I wish to make interest payments on my unsubsidized loan(s) during my deferment.

(4) My deferment will begin on the date the deferment condition began.

(5) My deferment will end on the earlier of the date that the condition that establishes my deferment eligibility ends or the certified deferment end date.

(6) My maximum cumulative eligibility for an economic hardship deferment is 36 months. Except for a deferment based on condition (3), as described in Section 2, I must reapply every 12 months if I continue to meet the criteria for an economic hardship deferment.

(7) If my deferment does not cover all my past due payments, my loan holder may grant me a forbearance for all payments due before the begin date of my deferment. If the period for which I am eligible for a deferment has ended, my loan holder may grant me a forbearance for all payments due at the time my deferment request is processed.

(8) My loan holder may grant me a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my deferment request. Interest that accrues during this forbearance will not be capitalized.

I certify that: (1) The information I provided in Sections 1 and 2 above is true and correct. (2) I will provide additional documentation to my loan holder, as required, to support my deferment status. (3) I will notify my loan holder immediately when the condition that qualified me for the deferment ends. (4) I have read, understand, and meet the eligibility criteria of the deferment for which I have applied, as explained in Section 6.

I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower’s Signature ____________________________ Date ____________________________
SECTION 4: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Report dates as month-day-year (MM-DD-YYYY). For example, ‘January 31, 2009’ = ‘01-31-2009’. Include your name and social security number (SSN) on any documentation that you are required to submit with this form. If you need help completing this form, contact your loan holder.

Return the completed form and any required documentation to the address shown in Section 7.

SECTION 5: DEFINITIONS

Capitalization is the addition of unpaid interest to the principal balance of my loan. The principal balance of a loan increases when payments are postponed during periods of deferment or forbearance and unpaid interest is capitalized. As a result, more interest may accrue over the life of the loan, the monthly payment amount may be higher, or more payments may be required. The chart below provides estimates, for a $15,000 unsubsidized loan balance at a 9% interest rate, of the monthly payments due following a 12-month deferment. It compares the effects of paying the interest as it accrues, capitalizing the interest at the end of the deferment, and capitalizing interest quarterly and at the end of the deferment. My actual loan interest cost will depend on my interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about $18 and saves about $772 over the lifetime of the loan, as depicted in the chart below.

<table>
<thead>
<tr>
<th>Treatment of Interest Accrued During Deferment</th>
<th>Loan Amount</th>
<th>Capitalized Interest for 12 Months</th>
<th>Principal to Be Repaid</th>
<th>Monthly Payment</th>
<th>Number of Months</th>
<th>Total Amount Repaid</th>
<th>Total Interest Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest is paid</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Interest is capitalized at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Interest is capitalized quarterly during deferment and at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

*Total amount repaid includes $1,350 of interest paid during the 12-month period of deferment.

A deferment is a period during which I am entitled to postpone repayment of the principal balance of my loan(s). The federal government pays the interest that accrues during an eligible deferment for all subsidized Federal Stafford Loans and for Federal Consolidation Loans for which the Consolidation Loan application was received by my loan holder (1) on or after January 1, 1993, but before August 10, 1993, (2) on or after August 10, 1993, if it includes only Federal Stafford Loans that were eligible for federal interest subsidy, or (3) on or after November 13, 1997, for that portion of the Consolidation Loan that paid a subsidized FFEL Program loan or a subsidized Federal Direct Loan. I am responsible for the interest that accrues during this period on all other FFEL Program loans.

Family size is determined by counting (1) myself, (2) my spouse, (3) my children, including unborn children who will be born during the period covered by the deferment, if they receive more than half of their support from me, and (4) other people if, at the time I request this deferment, they live with me, receive more than half their support from me, and will continue to receive this support from me for the year that I certify my family size. Support includes money, gifts, loans, housing, food, clothes, car, medical and dental care, and payment of college costs.

The Federal Family Education Loan (FFEL) Program includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, Federal Consolidation Loans, Guaranteed Student Loans (GSL), Federal Insured Student Loans (FISL), and Auxiliary Loans to Assist Students (ALAS).

The Perkins Loan (Perkins Loan) Program includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loan).

Forbearance means permitting the temporary cessation of payments, allowing for an extension of time for making payments, or temporarily accepting smaller payments than previously scheduled. I am responsible for the interest that accrues on my loan(s) during a forbearance. If I do not pay the interest that accrues, the interest may be capitalized.

Full-time employment is defined as working at least 30 hours per week in a position expected to last at least 3 consecutive months.

The holder of my FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the U.S. Department of Education.

Monthly income is either:

(1) the amount of my monthly income from employment and other sources before taxes and other deductions, or
(2) one-twelfth of the amount of my income reported as “adjusted gross income” on my most recently filed Federal Income Tax Return.

I may choose either of these income amounts for the purpose of reporting my monthly income on this deferment request.

The William D. Ford Federal Direct Loan (Direct Loan) Program includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans. These loans are known collectively as “Direct Loans.”

SECTION 6: ELIGIBILITY CRITERIA FOR ECONOMIC HARDSHIP DEFERMENT

If I had no outstanding balance on a FFEL Program loan as of the date I obtained a loan on or after July 1, 1993, I may defer repayment of my loan(s) during the period that I meet one of the economic hardship deferment conditions described in Section 2.

If my economic hardship deferment eligibility is based on condition (1), as described in Section 2, I must provide my loan holder with documentation of the deferment that has been granted under the Direct Loan Program or the Perkins Loan Program (for example, correspondence from my loan holder showing that I have been granted a deferment).

If my economic hardship deferment eligibility is based on condition (2), as described in Section 2, I must provide my loan holder with documentation confirming that I am receiving or received payments under a federal or state public assistance program.

If my economic hardship deferment eligibility is based on condition (3), as described in Section 2, I must provide my loan holder with documentation which certifies the beginning and anticipated ending dates of my service in the Peace Corps and which is signed and dated by an authorized Peace Corps official.

If my economic hardship deferment eligibility is based on condition (4), as described in Section 2, I must provide my loan holder with documentation of my monthly income as defined in Section 5. If I am reporting monthly income from employment and other sources, I must provide documentation such as pay stubs. If I am reporting one-twelfth of my adjusted gross income, I must provide a copy of my most recently filed Federal Income Tax Return.

If my economic hardship deferment eligibility is based on condition (4), I must use the applicable amount based on my family size and state as shown in the chart below. If I am not currently residing in the United States, I will use the amount for the 48 contiguous states and the District of Columbia.

<table>
<thead>
<tr>
<th>Borrower’s Family Size (See definition in Section 5)</th>
<th>These monthly amounts represent 150% of the poverty guideline</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>48 Contiguous States and District of Columbia</td>
</tr>
<tr>
<td>1</td>
<td>$2,181.25</td>
</tr>
<tr>
<td>2</td>
<td>$3,638.75</td>
</tr>
<tr>
<td>3</td>
<td>$6,913.75</td>
</tr>
<tr>
<td>4</td>
<td>$11,253.25</td>
</tr>
</tbody>
</table>

For each additional person, add: 1,821.25.
**SECTION 7: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST**

Return the completed deferment request and any required documentation to:
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:
(If no telephone number is shown, call your loan holder.)

**SECTION 8: IMPORTANT NOTICES**

**Privacy Act Notice**

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.), and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71.Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

**Paperwork Reduction Notice**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0005. The time required to complete this information collection is estimated to average 0.16 hours (10 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education, Washington, DC  20202-4537

If you have questions regarding the status of your individual submission of this form, write directly to the address shown in Section 7.
SECCIÓN 1: DATOS PERSONALES DEL PRESTATARIO

Favor de introducir o corregir la siguiente información:

N.º de Seguro Social ____________________ – ________ – ________ – ________
Nombre y apellido ______________________
Dirección ______________________________
Ciudad, estado, código postal ______________
Teléfono (domicilio) ( ) __________________
Teléfono (alternativo) ( ) ________________
Correo electrónico (opcional) ______________________

SECCIÓN 2: SOLICITUD DE APLAZAMIENTO DE PAGO

Antes de responder a las preguntas, lea todo el formulario detenidamente, incluyendo las indicaciones y otra información que se hallan en las Secciones 4, 5 y 6.

☐ Cumplí con los requisitos, estipulados en la Sección 6, para acogerme al aplazamiento de pago por el motivo indicado abajo, y solicito que mi acreedor aplace el pago de mis préstamos a partir del __________ – __________ – ________ – ________ – ________ – ________ (Es obligatorio indicar esta fecha, sin importar cuál de las condiciones se escoge abajo.) Para acogerme al aplazamiento del pago, debo cumplir con por lo menos una de las siguientes condiciones y aportar, conforme a lo estipulado en la Sección 6, la documentación justificativa de esa condición únicamente.

Marque sólo una de las casillas siguientes:

(1) ☐ Me han otorgado, al amparo del programa de préstamos educativos William D. Ford Federal Direct Loan Program® o del Programa Federal de Préstamos Perkins, un aplazamiento de pago por motivos de dificultades económicas, el que tiene vigencia durante el mismo periodo en que la tendría el aplazamiento que solicito mediante el presente formulario. Adjunto constancia del aplazamiento de pago existente.

(2) ☐ He recibido o recibo actualmente subsidios al amparo de algún programa de asistencia pública administrado por los correspondientes organismos federales o del estado donde resido, como por ejemplo, el Programa de Ayuda Temporal para Familias Necesitadas (TANF), el Programa de Ingreso Suplementario del Seguro Social (SS), el Programa de Cupones para Alimentos o un programa general de asistencia social administrado por el estado correspondiente. Adjunto constancia de los subsidios.

(3) ☐ Presto servicio como voluntario en el Cuerpo de Paz. Adjunto constancia del período de servicio en el Cuerpo de Paz.

(4) ☐ Trabajo a tiempo completo, y mis ingresos mensuales no superan la mayor de las cantidades siguientes: (A) el ingreso mensual obtenido a razón del salario mínimo federal o (B) el 150 por ciento del ingreso mensual que constituye el umbral de pobreza que corresponde al tamaño de mi hogar y al estado donde resido. Adjunto constancia de mis ingresos.

Mis ingresos mensuales (según lo definido en la Sección 5) son de $ __________. Mi hogar (según lo definido en la Sección 5) tiene __________ personas.

(A) Salario mínimo federal (suma mensual, a razón de $7.25 por hora): $1,256.67

(B) 150% del umbral de pobreza que corresponde al tamaño de mi hogar y al estado donde resido: Esta cantidad se encuentra en la Sección 6.

SECCIÓN 3: ACEPTACIÓN, CERTIFICACIÓN Y AUTORIZACIÓN DEL PRESTATARIO

☐ Entiendo y acepto lo siguiente:

(1) No tengo obligación de efectuar pagos al capital del préstamo durante la vigencia del aplazamiento de pago. Durante este período, no se me cobrarán los intereses producidos por mis préstamos que tengan subsidio del interés. Sin embargo, se me cobrarán los intereses producidos por mis préstamos que no tengan subsidio del interés.

(2) Tengo la opción de pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.

(3) Puedo optar por pagar el interés, marcando la casilla de abajo. Mi acreedor podrá capitalizar los intereses que no se paguen durante el periodo de aplazamiento.

☐ Deseo pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.

(4) El aplazamiento de pago entrará en vigor en la fecha de inicio de la condición que justificó el otorgamiento de tal beneficio.

(5) El aplazamiento de pago vencerá en la primera de las dos fechas siguientes: la fecha en que termine la condición que justificó el otorgamiento de tal beneficio o la fecha en que venza el período certificado de aplazamiento de pago.

(6) La duración máxima acumulada del aplazamiento de pago otorgado por motivos de dificultades económicas, es de 36 meses. Salvo que se trate del tipo de aplazamiento de pago otorgado a base de la condición (3), según lo descrito en la Sección 2, debo volver a solicitar el aplazamiento cada 12 meses, en caso de seguir cumpliendo con los requisitos correspondientes.

(7) Si el aplazamiento de pago no abarca todas las cuotas atrasadas, mi acreedor puede concederme un periodo de indulgencia de morosidad que abarque las que hayan vencido antes de la fecha de entrada en vigor del aplazamiento. En caso de que haya terminado el periodo de vigencia del aplazamiento, mi acreedor puede otorgarme un periodo de indulgencia que abarque toda cuota que haya vencido hasta la fecha de tramitación de la presente solicitud.

(8) Mi acreedor puede concederme, según sea necesario, un periodo de indulgencia de morosidad por una duración máxima de 60 días, por motivo de la recopilación y tramitación de los documentos relativos a mi solicitud de aplazamiento de pago. No se capitalizarán los intereses producidos durante el plazo de vigencia de este tipo de indulgencia.

Continúa en la página 2
SECCIÓN 3: ACEPTACIÓN, CERTIFICACIÓN Y AUTORIZACIÓN DEL PRESTATARIO (CONTINUACIÓN)

- Certificado lo siguiente: (1) que la información que proporcioné en las Secciones 1 y 2, arriba, es correcta y verídica; (2) que aportaré documentación complementaria a mi acreedor, según sea necesario, que acredite las circunstancias en cuya virtud me acojo al aplazamiento de pago; (3) que asesoré a mi acreedor, de forma inmediata, una vez que hayan terminado la condición que justificó el aplazamiento de pago, y (4) que he leído, entendido y cumplido los requisitos y condiciones cuya satisfacción es necesaria para la concesión del aplazamiento de pago por los motivos señalados en el presente formulario de solicitud, según lo expuesto en la Sección 6.

- Autorizo a la institución educativa, al acreedor, al garante, al Departamento y a sus respectivos agentes y contratistas a comunicarse conmigo respecto a mis préstamos, incluido el pago de los mismos, al número actual o futuro (si lo proporciono) de mi teléfono móvil u otro dispositivo inalámbrico, por medio de sistemas de marcado automático, mensajes de texto o mensajes de voz artificial o grabados.

Firma del prestatario

Fecha

SECCIÓN 4: INSTRUCCIONES PARA LLENAR EL FORMULARIO

Escriba sus respuestas a máquina o con letra de molde y tinta oscura. Escriba las fechas en el formato mes-día-año (MM-DD-AAAA). Por ejemplo, «31 de enero de 2009» equivale a «01-31-2009». Incluya su nombre, apellido y número de Seguro Social en cualquier documento que deba presentarse con el presente formulario. Si usted necesita ayuda para llenar el formulario, comuníquese con su acreedor.

Remita el formulario con los datos completos, y cualquier documentación solicitada, a la dirección indicada en la Sección 7.

SECCIÓN 5: DEFINICIONES

- El acreedor de mis préstamos del Programa FFEL puede ser una entidad prestamista, garante o financiera (del mercado secundario), o el Departamento de Educación de EE.UU.

- El aplazamiento de pago consiste en un período durante el cual tengo derecho a posponer el pago del capital de mis préstamos. El Departamento de Educación de EE.UU. sufragará los intereses producidos durante el aplazamiento de pago debidamente tramitado, todo Préstamo Federal Stafford con subsidio del interés y todo Préstamo Federal de Consolidación cuya solicitud llegó a mi acreedor (1) el 1 de enero de 1993 o posterior pero antes del 10 de agosto de 1993, (2) el 10 de agosto de 1993 o posterior, siempre que la solicitud incluyera solo los Préstamos Federales Stafford que gozaban del subsidio federal del interés, o (3) el 13 de noviembre de 1997 o posterior, cuando se trate de la porción del préstamo de consolidación con la que se liquidó un préstamo educativo con subsidio del interés obtenido del Programa FFEL o del Direct Loan Program. Tengo la responsabilidad de pagar los intereses producidos durante este período por cualquier otro préstamo hecho al amparo del Programa FFEL.

- La capitalización consiste en añadir los intereses pendientes de pago al saldo de capital del préstamo. El saldo de capital del préstamo aumenta cuando se postergan los pagos, durante los periodos de aplazamiento de pago o de indulgencia de morosidad, y se capitalizan los intereses. Como resultado de esto, puede que se produzcan más intereses durante la vigencia del préstamo, que se aumente la cantidad de los pagos, o que se incremente el número de los pagos. En el cuadro siguiente, se presentan cálculos aproximados de las cuotas mensuales de un préstamo sin subsidio del interés, hecho por un monto de $15,000 y con una tasa de 9 por ciento, después de un periodo de aplazamiento de pago de 12 meses de duración. Se comparan los efectos de las diferentes maneras de tratar los intereses del préstamo: pagarlos a medida que se van produciendo, capitalizarlos al final del período de aplazamiento de pago y capitalizarlos trimestralmente y al final del período de aplazamiento de pago. El costo efectivo de los intereses de mi préstamo dependerá de la tasa de interés, de la duración del aplazamiento de pago y de la frecuencia de capitalización de los intereses. Como se puede apreciar en el cuadro, si los intereses se van pagando durante el periodo del aplazamiento de pago, la cuota mensual se rebaja en unos $18 y se ahorrarán casi $772 durante la vigencia del préstamo.

<table>
<thead>
<tr>
<th>Tratamiento de los intereses producidos durante el aplazamiento de pago</th>
<th>Cantidad del préstamo</th>
<th>Intereses capitalizados (12 meses)</th>
<th>Capital a pagar</th>
<th>Cuota mensual</th>
<th>Número de cuotas</th>
<th>Total pagado</th>
<th>Total pagado en intereses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pagar los intereses durante el aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64*</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Capitalizar los intereses al final del aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Capitalizar los intereses cada trimestre durante el aplazamiento de pago y al final del mismo</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

* El total pagado incluye los $1,350 de intereses pagados durante los 12 meses del aplazamiento de pago.

- Empleo a tiempo completo se define como el trabajo por lo menos 30 horas semanales en una plaza que se prevé que dure como mínimo tres meses consecutivos.

- Indulgencia de morosidad se refiere a la suspensión temporal de las cuotas del préstamo, a la prolongación del plazo de vencimiento de las cuotas o a la reducción temporal de la cantidad programada de las cuotas. Tengo la responsabilidad de pagar los intereses producidos por mis préstamos durante el período de indulgencia de morosidad. Si no pago los intereses, éstos pueden capitalizarse.

- El ingreso mensual consiste en uno de las cantidades siguientes: (1) la suma de mis ingresos mensuales, obtenidos por concepto del trabajo y de otras fuentes, antes de que se deduzcan de los mismos los impuestos y otros descuentos, o bien, (2) una duodécima parte de los ingresos mensuales que anoté como «ingreso bruto ajustado» en la declaración más reciente de impuesto federal sobre los ingresos. Puedo emplear cualquiera de estas cantidades para efectos de declarar mi ingreso mensual en el presente formulario.

- El Federal Family Education Loan Program (Programa FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio del interés), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS, los Préstamos Federales de Consolidación, Préstamos Estudiantiles Garantizados (GSL), Préstamos Federales Estudiantiles Asegurados (FISL) y Préstamos Auxiliares de Asistencia para Estudiantes (ALAS).


- En el tamaño del hogar se incluyen las siguientes personas: (1) yo mismo; (2) mi cónyuge; (3) mis hijos (incluidos los hijos aún no nacidos si nacerán durante el período del aplazamiento de pago), siempre que reciban más de la mitad del sustento de mi parte, y (4) otras personas si, a la fecha de la solicitud del aplazamiento, reciben de mi parte más de la mitad del sustento y continuarán recibiendo durante el año correspondiente al cálculo del tamaño de mi hogar. El sustento incluye dinero, donaciones, préstamos, hospedaje, alimentos, ropa, pago de gastos de automóvil, atención médica y odontológica, y pago de gastos de estudios superiores.

- El programa de préstamos educativos William D. Ford Federal Direct Loan Program incluye los Préstamos Federales Stafford/Ford (préstamos con subsidio del interés del Direct Loan Program), Préstamos Federales Stafford/Ford sin subsidio del interés (préstamos sin subsidio del interés del Direct Loan Program), Préstamos Federales PLUS (Préstamos PLUS del Direct Loan Program) y Préstamos de Consolidación (Préstamos de Consolidación del Direct Loan Program). Los préstamos educativos anteriores se conocen en su conjunto como «Direct LoansSM». 

<table>
<thead>
<tr>
<th>Total pagado</th>
<th>Total pagado en intereses</th>
</tr>
</thead>
<tbody>
<tr>
<td>$9,151.64</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>$9,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>
Si, a la fecha de haber obtenido un préstamo el 1 de julio de 1993 o posterior, no tenía ningún saldo pendiente de pago en préstamos hechos mediante el Programa FFEL, puedo acogerme al aplazamiento de pago de mis préstamos durante el período de mi cumplimiento de alguna de las condiciones relativas a las dificultades económicas indicadas en la Sección 2.

Si solicito el aplazamiento de pago basándome en la condición (1), según lo descrito en la Sección 2, deberá aportar a mi acreedor constancia de la concesión del aplazamiento de pago al amparo del programa de préstamos educativos Direct Loan Program o del Programa Federal de Préstamos Perkins (por ejemplo, una carta recibida del acreedor correspondiente en la que se exponga la concesión del aplazamiento).

Si solicito el aplazamiento de pago basándome en la condición (2), según lo descrito en la Sección 2, deberá aportar a mi acreedor constancia de que he recibido o recibo actualmente subsidios al amparo de algún programa asistencial administrado por un organismo federal o del estado correspondiente.

Si solicito el aplazamiento de pago basándome en la condición (3), según lo descrito en la Sección 2, deberá aportar a mi acreedor constancia de la fecha de inicio y de la fecha prevista de terminación de mi servicio en el Cuerpo de Paz, debidamente firmada por un funcionario autorizado de dicho organismo.

Si solicito el aplazamiento de pago basándome en la condición (4), según lo descrito en la Sección 2, deberá aportar a mi acreedor constancia de mi ingreso mensual, conforme a lo definido en la Sección 5. Si declaro los ingresos mensuales que percibo por concepto del trabajo y de otras fuentes, deberá facilitar la documentación adecuada, como por ejemplo, los talones de pago. Si declaro una duodécima parte de mi ingreso bruto ajustado, deberá aportar copia de mi declaración más reciente de impuesto federal sobre los ingresos.

Si solicito el aplazamiento de pago basándome en la condición (4), deberá utilizar la cantidad correspondiente al tamaño de mi hogar y al estado donde resido, según indicada en el cuadro siguiente. Si actualmente no resido en Estados Unidos, utilizará la cantidad correspondiente a los 48 estados contiguos y al Distrito de Columbia.

| Tamaño del hogar del prestatario (Vea la definición en la Sección 5) | Estas sumas mensuales representan el 150% del umbral de la pobreza. |
|---|---|---|
| | Los 48 estados contiguos y el Distrito de Columbia | Alaska | Hawái |
| 1 | $1,353.75 | $1,691.25 | $1,557.50 |
| 2 | 1,821.25 | 2,276.25 | 2,095.00 |
| 3 | 2,288.75 | 2,861.25 | 2,632.50 |
| 4 | 2,756.25 | 3,446.25 | 3,170.00 |
| Para cada otra persona, añada: | 467.50 | 585.00 | 537.50 |
SECCIÓN 7: DÓNDE ENVIAR EL FORMULARIO CON LOS DATOS COMPLETOS

Envíe el formulario con los datos completos, y cualquier otra documentación necesaria, a la siguiente dirección:
(De no indicarse ninguna dirección, remita el formulario a su acreedor.)

Si necesita ayuda para llenar el formulario, llame al siguiente número:
(De no indicarse ningún número de teléfono, llame a su acreedor.)

SECCIÓN 8: AVISOS IMPORTANTES

Aviso sobre la Ley de Confidencialidad de Información

En virtud de la Ley de Confidencialidad de Información de 1974 (Sección 552a del Título 5 del Código de Estados Unidos), es obligatorio poner a disposición del solicitante el siguiente aviso:

La autoridad para reunir la información solicitada por medio del presente formulario deriva de la Sección 421 y siguientes de la Ley de Educación Superior de 1965, según enmendada (Sección 1071 y siguientes del Título 20 del Código de Estados Unidos). La autoridad para solicitar y utilizar el número de Seguro Social del solicitante deriva de la Sección 484(a)(4) de la Ley de Educación Superior (Sección 1091(a)(4) del Título 20 del Código de Estados Unidos) y de la Sección 7701(b) del Título 30 del Código de Estados Unidos. Si bien tienen carácter voluntario tanto la participación en el Federal Family Education Loan Program (Programa FFEL) como el proporcionar el número de Seguro Social, el solicitante deberá facilitar la información solicitada, incluido el número de Seguro Social, para poder participar en el Programa.

La reunión de la información solicitada en el presente formulario (incluido el número de Seguro Social) se realiza con los siguientes fines principales: verbal la identidad del solicitante; determinar el otorgamiento del Programa FFEL, de préstamos nuevos o de beneficios en materia del pago de préstamos existentes (como por ejemplo, el aplazamiento de pago, la indigencia de morosidad, y la anulación o condonación de deudas); administrar los préstamos del solicitante, y, en caso de mora o incumplimiento de pago, localizarlo, exigirle el pago de la deuda e informar a las entidades competentes la condición de los préstamos. También hacemos uso del número de Seguro Social como identificador de la cuenta de préstamos del solicitante y para permitir a éste acceder electrónicamente a los datos relativos a la misma.

Al amparo de una cláusula, debidamente publicada en el sistema de registro de datos correspondiente, relativa al uso normal de la información recogida, los datos que se encuentran en el expediente del solicitante se pueden poner a disposición de terceras entidades, ya sea según las circunstancias particulares del caso o en cumplimiento de un programa de cotejo electrónico de datos. Tratándose del presente formulario, el uso normal de esta información incluye, sin carácter limitativo, la cesión de los datos a ciertas partes, señaladas abajo, a fin de hacer lo siguiente: verificar la identidad del solicitante; determinar el otorgamiento de préstamos nuevos o de beneficios en materia del pago de préstamos existentes; permitir la administración o cobro de los préstamos; hacer cumplir los términos y condiciones de los préstamos; investigar la posible comisión de fraude y verificar el cumplimiento de las normas que rigen los programas federales de ayuda económica para los estudios superiores o localizar al solicitante en caso de mora o incumplimiento de pago. Las siguientes son las partes a las que podemos destinar la información reunida: organismos federales, estatales y locales; particulares que tienen alguna relación con el solicitante, tales como familiares, empleadores actuales y pasados, socios comerciales y personales; agencias de informes crediticios; instituciones educativas y financieras, y garantas. Para informar sobre los cálculos del índice de incumplimiento de pago, podemos ceder los datos a garantas, a instituciones financieras y educativas, o a organismos estatales. Para facilitar el historial de ayuda económica del solicitante, podemos ceder los datos a instituciones educativas. Para ayudar a los administradores del programa a llevar un control sobre la devolución de fondos de préstamo y la anulación de préstamos, podemos ceder los datos a garantas, a instituciones financieras y educativas, o a organismos federales o estatales. Para establecer un método estandarizado según el cual instituciones educativas puedan informar de forma eficiente sobre la dedicación de estudio del solicitante, podemos ceder los datos a garantas o a instituciones financieras y educativas. Para dar orientación al solicitante en materia del pago de préstamos, podemos ceder los datos a garantas, a instituciones financieras y educativas, o a organismos federales, estatales o locales.

En caso de litigio, podemos enviar los datos del solicitante al Departamento de Justicia, o al tribunal, entidad jurídica, abogado, parte o testigo correspondientes, cuando dicha cesión se considere procedente y necesaria para la solución del mismo. Si estos datos, ya sean por separado o en conjunto con otra información, indican una posible violación de la ley, podemos enviarlos a las autoridades competentes, para que se tomen las medidas pertinentes. Podemos enviar la información a congresistas en caso que usted les pida ayuda con algún problema relacionado con los programas federales de asistencia estudiantil. En caso de denuncias, quejas o medidas disciplinarias en materia de empleo, podemos ceder los datos a las entidades competentes, a fin de facilitar la adjudicación o investigación de las mismas. Si así se dispone en una convención colectiva de trabajo, podemos ceder los datos a los sindicatos debidamente reconocidos al amparo del Capítulo 71 del Título 5 del Código de Estados Unidos. Podemos poner los datos a disposición de nuestros contratistas si nos lo solicitasen para realizar funciones relacionadas con los programas en referencia. Antes de hacerlo, requerimos que el contratista ponga en práctica las medidas de protección necesarias para cumplir con la Ley de Confidencialidad de Información. Los datos también pueden cedérselos, de conformidad con las protecciones previstas en la Ley de Confidencialidad de Información a aquellos investigadores que reúnan los requisitos correspondientes.

Aviso sobre la Ley de Reducción de Trámites

Según lo dispuesto en la Ley de Reducción de Trámites de 1995, ninguna persona estará en la obligación de responder a un instrumento de recolección de datos que no exhiba un número de control vigente emitido por la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). Para efectos del presente formulario, dicho número es 1845-0005. Se calcula que se necesitan, como promedio, 0.16 horas (10 minutos) por respuesta, incluido el tiempo para leer las instrucciones, buscar la información en los documentos correspondientes, reunir los datos necesarios, consignarlos en el formulario y revisarlos. Si tiene alguna consulta sobre la exactitud de estos cálculos, o alguna sugerencia sobre cómo mejorar este formulario, escriba a la siguiente dirección:

U.S. Department of Education, Washington, DC  20202-4537

Si tiene preguntas sobre el estado de tramitación de su formulario, escriba a la dirección indicada en la Sección 7.
### Economic Hardship Deferment Request Information Sheet

<table>
<thead>
<tr>
<th>Economic Hardship Deferment Request (HRD)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section 2</strong> Item (4) first (B)</td>
</tr>
<tr>
<td>(B) the Poverty Line income for a family of two for my state (regardless of my actual family size).</td>
</tr>
<tr>
<td>(B) 150% of the poverty guideline applicable to my family size and state.</td>
</tr>
</tbody>
</table>

| **Section 2** Item (4) second (A) and (B) |
| (A) Federal Minimum Wage Rate (monthly amount, based on $5.85 an hour): $1,014.00 |
| (B) Poverty Lines for a Family of Two (monthly amounts): |
| $1,140.83 (48 contiguous states and the District of Columbia) |
| $1,426.67 (Alaska) |
| $1,312.50 (Hawaii) |
| (A) Federal Minimum Wage Rate (monthly amount, based on $6.55 an hour): $1,135.33 |
| (B) Amount for 150% of the poverty guideline for my family size and state as listed in the poverty guideline chart. |

| **Section 2** Item (5) first (B)          |
| (B) two times the Poverty Line income for a family of two for my state (regardless of my actual family size), as listed above under condition (4). |
| (B) two times 150% of the poverty guideline applicable to my family size and state, as listed in the poverty guideline chart. |

| **Section 2** Item (5) second (B)         |
| (B) the Poverty Line income for a family of two for my state, as listed above under condition (4). |
| (B) 150% of the poverty guideline applicable to my family size and state, as listed in the poverty guideline chart. |

| **Section 2** Item (6) (B)                |
| (B) the Poverty Line income for a family of two for my state (regardless of my actual family size), as listed above under condition (4). |
| (B) 150% of the poverty guideline applicable to my family size and state, as listed in the poverty guideline chart. |

| **Section 6** 7th bullet                  |
| If my economic hardship deferment eligibility is based on conditions (4), (5), or (6), as described in Section 2, and I am not currently residing in the United States, I will use the Poverty Line amounts for my last state of residence in the United States. |
| If my economic hardship deferment eligibility is based on conditions (4), (5), or (6), as described in Section 2, I must use the applicable amount, based on my family size and state, provided in the poverty guideline chart. If I am not currently residing in the United States, I will use the poverty guideline amounts for the 48 contiguous states and District of Columbia. |

### WORKSHEET A

<table>
<thead>
<tr>
<th><strong>STEP 2</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(1)</strong></td>
</tr>
<tr>
<td><strong>(2)</strong></td>
</tr>
</tbody>
</table>

| **STEP 2** at the end after (5) |
| Amounts for Line 1, above: |
| $2,281.66 (if you live in any of the 48 contiguous states or the District of Columbia) $2,853.34 (if you live in Alaska) $2,825.00 (if you live in Hawaii). |
| **NOTE**: If you are not currently living in the United States, use the amount for your last state of residence in the United States. |
| No longer applicable; ignore this information. |

<table>
<thead>
<tr>
<th><strong>STEP 6</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(4)</strong></td>
</tr>
<tr>
<td><strong>(5)</strong></td>
</tr>
</tbody>
</table>

<p>| <strong>STEP 6</strong> at the end after (8) |
| Amounts for Line 4, above: |
| $1,140.83 (if you live in any of the 48 contiguous states or the District of Columbia) |
| $1,426.67 (if you live in Alaska) |
| $1,312.50 (if you live in Hawaii) |
| <strong>NOTE</strong>: If you are not currently living in the United States, use the amount for your last state of residence in the United States. |
| No longer applicable; ignore this information. |</p>
<table>
<thead>
<tr>
<th>Borrower’s Family Size</th>
<th>These monthly amounts represent 150% of the poverty guideline (Based on 2009 poverty guidelines)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>48 Contiguous States and District of Columbia</td>
</tr>
<tr>
<td>1</td>
<td>$1,353.75</td>
</tr>
<tr>
<td>2</td>
<td>$1,821.25</td>
</tr>
<tr>
<td>3</td>
<td>$2,288.75</td>
</tr>
<tr>
<td>4</td>
<td>$2,756.25</td>
</tr>
<tr>
<td>For each additional person, add:</td>
<td>$467.50</td>
</tr>
</tbody>
</table>

**Family size** means the number that is determined by counting the borrower, the borrower’s spouse, and the borrower’s children, including unborn children who will be born during the period covered by the deferment, if the children receive more than half their support from the borrower. A borrower’s family size includes other individuals if, at the time the borrower requests the economic hardship deferment, the other individuals—(A) live with the borrower; and (B) receive more than half their support from the borrower and will continue to receive this support from the borrower for the year the borrower certifies family size. Support includes money, gifts, loans, housing, food, clothes, car, medical and dental care, and payment of college costs.
Economic Hardship Deferment (HRD)
Questions and Answers Related to July 1, 2009 Changes in Eligibility Criteria
April 27, 2009

Background: The Economic Hardship Deferment (HRD) remains a viable option for many FFEL borrowers. However, two eligibility criteria for the deferment are being eliminated effective July 1, 2009. Those criteria are what is commonly known as the “20/220” criterion and the criterion that allows a borrower “working less than full time” but making less than an established threshold to receive the deferment. (These are options #5 and #6 on the current HRD form.)

Per the October 23, 2008 Final Rule, the regulatory changes to the economic hardship deferment apply to 'deferment requests received by the lender on or after July 1, 2009, for deferment periods that begin on or after that date'. In the Preamble to that Final Rule (pg. 63235), the Department clarified that lenders are permitted to grant an economic hardship deferment based on the 20/220 or working less than full-time criteria for a borrower who requests the deferment after July 1, 2009, ONLY in those instances where the deferment period begins prior to July 1, 2009, and the deferment period does not exceed 12 months from the date on which the period began (the pre-July 1, 2009 date.)

However, no additional periods of economic hardship deferment may be granted based on the soon-to-be eliminated criteria at the conclusion of that deferment period, or for any deferment request received by the lender on or after July 1, 2009, if the deferment period begins on or after the July 1, 2009 date.

The questions and answers below are provided to assist schools and lenders in understanding and implementing these changes to the economic hardship deferment regulations.

Q1. If a borrower applies for HRD after June 30, 2009, but indicates that the deferment is based on either the 20/220 or working less than full-time criteria and the qualifying condition began prior to July 1, 2009, can the borrower still be granted the deferment?

A1. Yes. As noted above, a lender is permitted to grant economic hardship deferment based on the 20/220 or working less than full time criteria if a borrower applies after July 1, 2009, provided the borrower is eligible for the deferment and the qualifying condition begins prior to July 1, 2009. However, in order to qualify for deferment, a borrower’s loans must be in repayment. See question #2 below that addresses borrowers who have loans that are in ‘grace’ or ‘post-enrollment deferment’ at the time of the HRD request.

Q2. A borrower requests and is eligible for an economic hardship deferment based on the 20/220 criterion on loans that are already in repayment. The deferment period begins prior to July 1, 2009. However, the borrower also has Stafford loans that are in grace. Can the economic hardship deferment be applied to the loans that are in grace once the grace period expires, thereby allowing all of the borrower’s loans to be deferred? The deferment for all loans would expire on the same date – 12 months after the loans in repayment entered the deferment period.

For example, a borrower has both Grad PLUS and Stafford loans. He graduates on May 16, 2009 and opts out of the post-enrollment deferment available for his Grad PLUS loans. Therefore, his Grad PLUS
loans automatically move from an in-school deferment to repayment status beginning on May 17, 2009. However, his Stafford loans are eligible for grace through November 15, 2009. The borrower applies and is eligible for an economic hardship deferment based on the 20/220 criteria beginning May 17, 2009. The lender would grant the economic hardship deferment on the Grad PLUS loans from May 17, 2009 through May 16, 2010. Can the lender then apply the deferment to the borrower’s Stafford loans from November 16, 2009 through May 16, 2010?

A2. No. This question was pursued with the Department, and it was confirmed that an economic hardship deferment may not be granted to a borrower based on either the 20/220 or the working less than full-time criteria on loans that have not entered repayment prior to July 1, 2009. One of the underlying requirements for obtaining a deferment is that the loan must be in repayment status, which means any applicable grace period must expire first. In this example, the Stafford loans do not enter repayment (grace does not expire) until November 15, 2009, which is after the trigger date of ‘deferment requests received by the lender on or after July 1, 2009 for deferment periods that begin on or after that date’ for the new economic hardship criteria. Therefore, even though the borrower’s Grad PLUS loans could be deferred based on an 20/220 criterion, the borrower may not be granted an economic hardship deferment based on the 20/220 or working less than full-time criteria on his or her Stafford loans because any deferment period granted on the Stafford loans cannot commence until after July 1, 2009.

Q3. Borrowers may no longer choose to enter repayment while still in school to consolidate loans early. However, some senior medical students whose separation date is mid-May may be interested in consolidating their more recent Stafford loans with Grad PLUS and/or existing Consolidation loans in order to apply for the economic hardship deferment under the 20/220 criterion prior to July 1, 2009. Assuming the borrowers’ Federal Consolidation Loan applications could be processed prior to July 1, 2009, and the borrowers have done their ‘due diligence’ to determine if consolidation really makes sense, there appears to be nothing that says they cannot consolidate their loans as soon as they are out of school. The borrowers could end up losing most of their grace periods, but might be willing to do so if they would be eligible for an economic hardship deferment based on the 20/220 criterion prior to its elimination on July 1, 2009. Is this allowed?

A3. It is true that borrowers may not ‘waive’ any portion of the ‘in-school’ period for the purpose of consolidating. However, borrowers continue to have the option of consolidating eligible loans that may be in grace, thereby forfeiting all or a portion of the grace period on those loans (refer to Item 20 on the current Federal Consolidation Loan Application and Promissory Note). In this example, the borrowers may consolidate the Stafford loans immediately following graduation. If the Consolidation loan is disbursed prior to July 1, 2009, the borrowers can apply for economic hardship deferment on the Consolidation loans based on the 20/220 criteria, provided the deferment condition also begins prior to July 1, 2009.

Q4. A borrower is currently on an economic hardship deferment that is scheduled to end after July 1, 2009, based on the 20/220 criterion. Can that borrower re-apply before July 1, 2009, based on the same 20/220 criterion, thereby extending the amount of time he is in deferment? If the borrower is required to re-apply post July 1, 2009, he may not qualify for an economic hardship deferment based on the new criteria.

A4. Yes, the borrower can re-apply for the economic hardship deferment, provided the borrower continues to qualify for the deferment and also requests that the existing economic hardship deferment end early, ensuring that the newly-granted economic hardship deferment period begins prior to July 1, 2009.
Q5. If a borrower’s economic hardship deferment begins prior to July 1, 2009 (for example, January 1, 2009), what months count toward any future loan forgiveness period should the borrower later request income-based repayment (IBR)? Does the borrower first have to be on an IBR plan in order for the economic hardship deferment months to count toward the forgiveness period?

A5. Any months of economic hardship deferment that occur on or after July 1, 2009 count toward the 25 years of repayment for purposes of loan forgiveness should a borrower request and qualify for IBR on or after July 1, 2009. It does not matter what type of repayment plan the borrower was on while receiving the economic hardship deferment, provided the deferment months occur after July 1, 2009 and the borrower later requests and qualifies for IBR.

Q6. Prior to July 1, 2009, if a borrower was living outside of the United States, the lender would use the borrower’s last state of legal residence for the applicable poverty levels in determining eligibility for the economic hardship deferment. If that last state of legal residence was Alaska or Hawaii, the poverty levels applicable to these states would be used. Effective July 1, 2009, for borrowers not residing in a State that is listed in the HHS poverty guidelines notice (District of Columbia, Alaska, Hawaii and the 48 Contiguous States are the only States listed in the HHS notice), the lender must use the poverty guidelines applicable to the 48 contiguous States and D.C. Therefore, we believe that if a borrower who does not reside in a State submits an economic hardship deferment request for a deferment period prior to July 1, 2009, that is based on the 20/220 or working less than full-time criteria, the lender should follow the “old” rule and base the poverty level on the last State of legal residence. However, if a borrower who does not reside in a State that is listed in the HHS poverty guidelines notice submits an economic hardship deferment based on the revised HRD criteria that are effective on or after July 1, 2009, the poverty level should be based on the guidelines applicable to the 48 contiguous States and D.C. Borrowers residing in the other States, such as Puerto Rico, U.S. Territories and Freely Associated States, would also use the guidelines applicable to the 48 contiguous States and D.C. Is this correct?

A6. Yes. As stated above in the “Background,” on page 63235 of the preamble the Department clarified that an economic hardship deferment requested on or after July 1, 2009, for a deferment period that starts before that date could be granted to a borrower for up to a 12-month period based on the 20/220 criteria. Consistent with that interpretation of the regulatory effective date, the use of poverty guidelines that existed prior to July 1, 2009 may be applied to any deferment granted with a start date prior to July 1, 2009. Therefore, for a borrower who does not reside in a State that is listed in the HHS poverty guidelines, the poverty level applicable to the borrower’s last state of legal residence is used. If the borrower’s last state of legal residence was Alaska or Hawaii, the poverty guideline applicable to these states is used.
EDU

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.
SSN |__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|__|
Name ____________________________________________
Address __________________________________________
City, State, Zip Code ________________________________
Telephone - Home ( ) ________________________________
Telephone - Other ( ) ________________________________
E-mail Address (Optional) ____________________________

SECTION 2: DEFERMENT REQUEST

Before answering any questions, carefully read the entire form, including the instructions and other information in Sections 5, 6, and 7.

I meet the qualifications stated in Section 7 for the deferment checked below and request that my loan holder defer repayment of my loan(s):

For all FFEL Program borrowers:

☐ While I am engaged in a full-time course of study in a GRADUATE FELLOWSHIP program.

☐ While I am engaged in a full-time REHABILITATION TRAINING program.

For borrowers with an outstanding balance on at least one FFEL Program loan that was made before July 1, 1993, or who had an outstanding balance on a loan made before July 1, 1993, when he or she obtained a loan or on or after July 1, 1993:

☐ While I am engaged in an INTERNSHIP/RESIDENCY* program at an institution of higher education, hospital, or health care facility.

☐ While I am engaged in an INTERNSHIP/RESIDENCY* program at any other institution or organization. Name of Internship/Residency program: _____________________________.

*Federal PLUS Loans qualify for INTERNSHIP/RESIDENCY deferments only if they were made before August 15, 1983; Federal Consolidation Loans do not qualify for INTERNSHIP/RESIDENCY deferments.

For Federal Stafford and SLS borrowers whose first loans were made or on or after July 1, 1987, and before July 1, 1993, or who had an outstanding balance on a loan made before July 1, 1993, when he or she obtained a loan or on or after July 1, 1993:

☐ While I am teaching in a designated TEACHER SHORTAGE AREA.

SECTION 3: BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

I understand that:

(1) I am required to make payments of loan principal during my deferment. Interest will not be charged on my subsidized loan(s) during my deferment. However, interest will be charged on my unsubsidized loan(s).

(2) I have the option of paying the interest that accrues on my unsubsidized loan(s) during my deferment.

(3) I may choose to make interest payments by checking the box below. My loan holder may capitalize interest that I do not pay during the deferment period.

☐ I wish to make interest payments on my unsubsidized loan(s) during my deferment.

(4) My deferment will begin on the date the condition that qualifies me for the deferment began, as certified by the authorized official who completes Section 4 of this form.

(5) My deferment will end on the earlier of the date that I no longer meet the condition that qualifies me for the deferment or the ending date of that condition as certified by the authorized official.

(6) If my deferment does not cover all my past due payments, my loan holder may grant me a forbearance for all payments due before the begin date of my deferment or—if the period for which I am eligible for a deferment has ended—a forbearance for all payments due at the time my deferment request is processed.

(7) If I have used all 24 months allowed for an INTERNSHIP/RESIDENCY Deferral, I can apply for a forbearance for up to 12 months at a time for the remainder of my internship/residency program.

(8) My loan holder may grant me a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my deferment request.

Interest that accrues during the forbearance will not be capitalized.

I certify that:

(1) The information I provided in Sections 1 and 2 above is true and correct.

(2) I will provide additional documentation to my loan holder, as required, to support my deferment status.

(3) I will notify my loan holder immediately when the condition(s) that qualified me for the deferment ends.

(4) I have read, understand, and meet the eligibility criteria of the deferment for which I have applied, as explained in Section 7.

I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower's Signature ____________________________ Date ____________

SECTION 4: AUTHORIZED OFFICIAL’S CERTIFICATION

I certify, to the best of my knowledge and belief, that the borrower named above is/was engaged in the program/teaching service indicated in Section 2, and that the borrower and the borrower’s program/teaching service meet all of the eligibility requirements specified in Section 7.

The borrower’s program/teaching service begins/began on |__|__|-|__|__|-|__|__|__|__| and is expected to end/ended on |__|__|-|__|__|-|__|__|__|__|.

Teacher Shortage Area Deferral Only

The borrower is/was teaching in (area/curriculum) ____________________________, which is a shortage area designated by the U.S. Secretary of Education for the state of ______ for the school year beginning on |__|__|-|__|__|-|__|__|__|__| and ending on |__|__|-|__|__|-|__|__|__|__|.

The borrower is/was teaching grade level __________.

Name of Institution ____________________________ OPE-ID (if applicable) ____________________________

Address __________________________________________

City, State, Zip Code ________________________________

Telephone ( ) ________________________________

Name/Title of Authorized Official ____________________________ Date ____________

Authorized Official's Signature ____________________________
SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Report dates as month-day-year (MM-DD-YYYY). For example, ‘January 31, 2009’ = ‘01-31-2009’. An authorized official must either complete Section 4 or attach the institution’s own certification listing the required information. If you need help completing this form, contact your loan holder.

Return the completed form and any required documentation to the address shown in Section 8.

SECTION 6: DEFINITIONS

- Authorized certifying officials:
  - Authorized Graduate Fellowship Program Official
  - Rehabilitation Training Program Official
  - Internship/Residency Program Official (for all internships and residencies)
  - State Licensing Official (for internships required to begin professional practice or service; certification by a state licensing official, if required, must be provided on a separate statement attached to this form.)
  - Chief School Administrator (for borrowers teaching in teacher shortage areas; additional certification may be required if the Chief State School Officer has not provided a list of approved shortage areas to school administrators)

Capitulation is the addition of unpaid interest to the principal balance of my loan. The principal balance of a loan increases when payments are postponed during periods of deferment or forbearance and unpaid interest is capitalized. As a result, more interest may accrue over the life of the loan, the monthly payment amount may be higher, or more payments may be required. The chart below provides estimates, for a $15,000 unsubsidized loan balance at a 9% interest rate, of the monthly payments due following a 12-month deferment. It compares the effects of paying the interest as it accrues, capitalizing the interest at the end of the deferment, and capitalizing interest quarterly and at the end of the deferment. My actual loan interest cost will depend on my interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about $18 and saves about $772 over the lifetime of the loan, as depicted in the chart below.

<table>
<thead>
<tr>
<th>Treatment of Interest Accrued During Deferment</th>
<th>Loan Amount</th>
<th>Capitalized Interest for 12 Months</th>
<th>Principal to Be Repaid</th>
<th>Monthly Payment</th>
<th>Number of Payments</th>
<th>Total Amount Repaid</th>
<th>Total Interest Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest is paid</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Interest is capitalized at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,369.25</td>
<td>$16,369.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Interest is capitalized quarterly during deferment and at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,369.25</td>
<td>$16,369.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

*Total amount repaid includes $1,350.00 of interest paid during the 12-month period of deferment.

Deferment is a period during which I am entitled to postpone repayment of the principal balance of my loan(s). The federal government pays the interest that accrues during an eligible deferment for all subsidized Federal Stafford Loans and for Federal Consolidation Loans for which the Consolidation Loan application was received by my loan holder (1) on or after January 1, 1993, but before August 10, 1993, (2) on or after August 10, 1993, if it includes only Federal Stafford Loans that were eligible for federal interest subsidy, or (3) on or after November 13, 1997, for that portion of the Consolidation Loan that paid a subsidized FFEL Program loan or a subsidized Federal Direct Loan. I am responsible for the interest that accrues during this period on all other FFEL Program loans.


Forbearance means permitting the temporary cessation of payments, allowing an extension of time for making payments, or temporarily accepting smaller payments than previously scheduled. I am responsible for paying the interest that accrues on my loan(s) during a forbearance. If I do not pay the interest that accrues, the interest may be capitalized.

- The holder of my FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the U.S. Department of Education.

SECTION 7: ELIGIBILITY CRITERIA FOR EDUCATION RELATED DEFERMENT REQUEST

GRADUATE FELLOWSHIP and REHABILITATION TRAINING Deferments

I may defer repayment of my loan(s) while I am:

- Engaged in a full-time course of study in a GRADUATE FELLOWSHIP program. To qualify: (1) My graduate fellowship program must (a) provide sufficient financial support to allow for full-time study for a period of at least 6 months; (b) require, prior to the awarding of financial support, a written statement from each applicant which explains the applicant’s objectives; (c) require a graduate fellow to submit periodic reports, projects, or other evidence of the graduate fellow’s progress, and (d) in the case of a course of study at a foreign university, accept the course of study for completion of the fellowship program. (2) I must (a) hold at least a Bachelor’s Degree conferred by an institution of higher education, and (b) have been accepted or approved by an institution of higher education for acceptance into the graduate fellowship program on a full-time basis. (3) If I am in a medical internship or residency program, I am not eligible for this deferment.

- Engaged in a full-time REHABILITATION TRAINING program. To qualify: (1) My training program must (a) be licensed, approved, certified or recognized as providing rehabilitation training to disabled individuals by the Department of Veterans Affairs or a state agency responsible for vocational rehabilitation, drug abuse treatment, mental health services, or alcohol abuse treatment programs; (b) provide services under a written individualized plan that specifies the date the services are expected to end; and (c) be structured in a way that requires a substantial commitment by me to my rehabilitation. (*Substantial commitment* means a commitment of time and effort that would normally prevent a person from being employed 30 or more hours per week in a position expected to last at least three months.) (2) I must be either receiving, or scheduled to receive, these rehabilitation services.

INTERNSHIP/RESIDENCY Deferments

To qualify:

- I must have an outstanding balance on a FFEL Program loan, which was made before July 1, 1993, or I must have had an outstanding balance on a FFEL Program loan made before July 1, 1993, when I obtained a loan on or after July 1, 1993. If I am a Federal PLUS Loan borrower, I am eligible for the INTERNSHIP/RESIDENCY Deferment only on PLUS loans made before August 15, 1983.

I may defer repayment of my loan(s) while I am:

- Engaged in an INTERNSHIP/RESIDENCY program. (Maximum eligibility is 2 years; borrowers may request forbearance for the remainder of a medical or dental internship/residency program. Dental Interns/Residents are encouraged to apply for an In-School Deferment.) To qualify: (1) I must have been accepted into an internship/residency program which must (a) be a supervised training program, and (b) require that I hold at least a Bachelor’s Degree before acceptance into the program. (2) In addition, my program must either (a) lead to a degree or certificate from an institution of higher education, a hospital, or a health care facility that offers postgraduate training, or (b) be required before I may be certified for professional practice or service. (3) If my program does not lead to a degree or certificate, but is required before I may be certified for professional practice or service, I must also provide (attached to this form) a separate statement from the appropriate state licensing agency certifying this requirement, in addition to the Authorized Official’s Certification in Section 4.

SECTION 7 CONTINUES ON PAGE 3
SECTION 7: ELIGIBILITY CRITERIA FOR EDUCATION RELATED DEFERMENT REQUEST (CONTINUED)

TEACHER SHORTAGE AREA Deferments
To qualify:
• I am eligible for the TEACHER SHORTAGE AREA deferment only if I am a Federal Stafford or SLS loan borrower whose first FFEL Program loan was made on or after July 1, 1987, and before July 1, 1993, or I had an outstanding balance on a loan obtained on or after July 1, 1987, and before July 1, 1993, when I obtained a loan on or after July 1, 1993. If I am a Federal PLUS Loan borrower, I am not eligible for the Teacher Shortage Area deferment.
• I may defer repayment of my loan(s) while I am:
  • Teaching in a designated TEACHER SHORTAGE AREA. (Maximum eligibility is 3 years; borrowers must reapply each school year.) To qualify, I must teach full time in a public or non-profit private elementary or secondary school in a geographic region or specific grade level, academic, instructional, subject matter or discipline classification that has been designated as a shortage area by the U.S. Department of Education. (I may contact my Chief School Administrator or Chief State School Officer for a list of my state’s shortage areas.) I may reapply for a continuation of this deferment even if my teaching area is no longer classified as a shortage area.

SECTION 8: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST
Return the completed deferment request and any required documentation to:
(If no address is shown, return to your loan holder.)
If you need help completing this form, call:
(If no telephone number is shown, call your loan holder.)

SECTION 9: IMPORTANT NOTICES
Privacy Act Notice
The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:
The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.
The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.
The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.
In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice
According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0005. The time required to complete this information collection is estimated to average 0.16 hours (10 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:
U.S. Department of Education, Washington, DC 20202-4537
If you have questions regarding the status of your individual submission of this form, write directly to the address shown in Section 8.
SECCIÓN 1: DATOS personales del prestatario

Favor de introducir o corregir la siguiente información:
N.º de Seguro Social ____________________________
Nombre y apellido ______________________________
Dirección ________________________________________________________________________________
Ciudad, estado, código postal ____________________
Teléfono (domicilio) __________________________
Teléfono (alternativo) __________________________
Correo electrónico (opcional) ______________________

SECCIÓN 2: SOLICITUD DE APLAZAMIENTO DE PAGO

Antes de responder a las preguntas, lea todo el formulario detenidamente, incluyendo las indicaciones y otra información que se hallan en las Secciones 5, 6 y 7.

☐ Cumple con los requisitos, estipulados en la Sección 7, para acogerse al aplazamiento de pago por el motivo indicado abajo, y solicito que mi acreedor aplique el pago de mis préstamos mientras:

Para todo prestatario del programa de préstamos educativos Federal Family Education Loan Program (FFELSM):
☐ Participo a tiempo completo en un programa de BECAS DE INVESTIGACIÓN DE POSGRADO.
☐ Participo a tiempo completo en un programa de REHABILITACIÓN Y CAPACITACIÓN.

Para los prestatarios con algún saldo pendiente en por lo menos un préstamo del Programa FFEL hecho antes del 1 de julio de 1993, o que tenían un saldo en algún préstamo hecho antes del 1 de julio de 1993 cuando se obtuvo otro préstamo el 1 de julio de 1993 o posterior:

☐ Participo en un programa de PRÁCTICAS O RESIDENCIAS* en una institución de educación superior, hospital o centro de atención médica.
☐ Participo en un programa de PRÁCTICAS O RESIDENCIAS* en cualquier otra institución o entidad. Especifique el nombre del programa de prácticas o residencias: ____________________________________________

* Los que hayan obtenido Préstamos Federales PLUS pueden acogerse al aplazamiento de pago por participación en un programa de PRÁCTICAS O RESIDENCIAS, siempre que los préstamos se hayan hecho antes del 15 de agosto de 1983; los que hayan obtenido Préstamos Federales de Consolidación no pueden acogerse al aplazamiento de pago por dicha participación.

Para los prestatarios de Préstamos Stafford o Préstamos Federales Suplementarios para Estudiantes (SLS) que obtuvieron sus primeros préstamos el 1 de julio de 1987 o posterior pero antes del 1 de julio de 1993, o que tenían un saldo en algún préstamo hecho antes del 1 de julio de 1993 cuando se obtuvo otro préstamo el 1 de julio de 1993 o posterior:

☐ Presto servicios de docencia en una CATEGORÍA DE ESCASEZ DE PERSONAL DOCENTE.

SECCIÓN 3: ACEPTACIÓN, CERTIFICACIÓN Y AUTORIZACIÓN DEL PRESTATARIO

☐ Entiendo y acepto lo siguiente:
   (1) No tengo obligación de efectuar pagos al capital del préstamo durante la vigencia del aplazamiento de pago. Durante este período, no se me cobrarán los intereses producidos por mis préstamos que tengan subsidio del interés. Sin embargo, se me cobrarán los intereses producidos por mis préstamos que no tengan subsidio del interés.
   (2) Tengo la opción de pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.
   (3) Puedo optar por pagar el interés, marcando la casilla de abajo. Mi acreedor podrá capitalizar los intereses que no se paguen durante el período de aplazamiento.
   (4) Deseo pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.
   (5) El aplazamiento de pago entrará en vigor en la fecha de inicio de la condición que justificó el otorgamiento de tal beneficio, según certifique esta fecha el funcionario o empleado autorizado que lleve la Sección 4 del presente formulario.
   (6) El aplazamiento de pago vencera en la primera de las dos fechas siguientes: la fecha en que ya no cumpla con la condición que justificó el otorgamiento de tal beneficio o la fecha de terminación de dicha condición, según certifique la fecha el funcionario o empleado autorizado.
   (7) Si se agotan los 24 meses permitidos para gozar del aplazamiento por motivo de mi participación en un programa de PRÁCTICAS O RESIDENCIAS, puedo solicitar períodos de indulgencia de morosidad, de una duración máxima de 12 meses cada uno, a fin de abarcar el resto de mi participación en el programa.
   (8) Mi acreedor puede concederme, según sea necesario, un período de indulgencia de morosidad por una duración máxima de 60 días, por motivo de la recopilación y tramitación de los documentos relativos a mi solicitud de aplazamiento de pago. No se capitalizarán los intereses producidos durante el plazo de vigencia de este tipo de indulgencia.

☐ Certifico lo siguiente: (1) que la información que proporcioné en las Secciones 1 y 2, arriba, es correcta y verídica; (2) que aporté documentación complementaria a mi acreedor, según sea necesario, que acredite las circunstancias en cuya virtud me acojo al aplazamiento de pago; (3) que avisaré a mi acreedor, de forma inmediata, una vez que hayan terminado las condiciones que justificaron el aplazamiento de pago, y (4) que he leído, entendido y cumplido los requisitos y condiciones cuya satisfacción es necesaria para la concesión del aplazamiento de pago por los motivos señalados en el presente formulario de solicitud, según lo expuesto en la Sección 7.

☐ Autorizo a la institución educativa, al acreedor, al garante, al Departamento y a sus respectivos agentes y contratistas a comunicarse conmigo respecto a mis préstamos, incluido el pago de los mismos, al número actual o futuro (si lo proporciono) de mi teléfono móvil u otro dispositivo inalámbrico, por medio de sistemas de marcado automático, mensajes de texto o mensajes de voz artificial o grabados.

Firma del prestatario ____________________________ Fecha ____________________________
SECCIÓN 4: CERTIFICACIÓN DEL FUNCIONARIO O EMPLEADO AUTORIZADO

Certifico que, según mi leal saber y entender, el prestatario arriba indicado participa o participó en el programa, o presta o prestó el servicio docente, indicados en la Sección 2 del presente formulario, y que el prestatario y el programa educativo, o el servicio docente, cumplen todos los requisitos estipulados en la Sección 7.

El programa o servicio docente del prestatario empezó o empezó el [ ] el [ ] el [ ] y terminó o está previsto terminar el [ ] el [ ] el [ ].

Sólo para efectos del aplazamiento de pago por servicio en una categoría de escasez de personal docente

El prestatario presta o prestó servicio docente en (región o materia) [ ] que constituye, según el secretario de Educación de EE.UU., una categoría en la que existe una escasez de personal docente correspondiente al Estado de [ ] durante el año escolar que empezó o empezará el [ ] el [ ] el [ ] y que terminó o terminará el [ ] el [ ] el [ ].

El prestatario presta o prestó el servicio docente en el _______ grado.

Nombre de la institución ____________________________ OPE-ID (si corresponde) ____________________________

Dirección ____________________________ Ciudad, estado, código postal ____________________________

Nombre, apellido y puesto del funcionario o empleado autorizado ____________________________ Teléfono ( ) ____________________________

Firma del funcionario o empleado autorizado ____________________________ Fecha ____________________________

SECCIÓN 5: INSTRUCCIONES PARA LLENAR EL FORMULARIO

Escriba sus respuestas a máquina o con letra de molde y tinta oscura. Escriba las fechas en el formato mes-día-año (MM-DD-AAAA). Por ejemplo, «01-31-2009» equivale a «31 de enero de 2009». El funcionario o empleado autorizado deberá rellenar la Sección 4 o adjuntar la certificación, facilitada por la institución, en la que figure la información necesaria. Si usted necesita ayuda para llenar el presente formulario, comuníquese con su acreedor.

Remita el formulario con los datos completos, y cualquier documentación solicitada, a la dirección indicada en la Sección 8.

SECCIÓN 6: DEFINICIONES

El acreedor de mis préstamos del Programa FFEL, puede ser una entidad prestamista, garante o financiera (del mercado secundario), o el Departamento de Educación de EE.UU.

El aplazamiento de pago consiste en un período durante el cual tengo derecho a posponer el pago del capital de mis préstamos. El Departamento de Educación de EE.UU. sufragará los intereses producidos durante el aplazamiento de pago deudormente tramitado, todo Préstamo Federal Stafford con subsidio del interés y todo Préstamo Federal de Consolidación cuya solicitud llegó a mi acreedor [1] el 1 de enero de 1993 o posterior pero antes del 10 de agosto de 1993, [2] el 10 de agosto de 1993 o posterior, siempre que la solicitud incluyera sólo los Préstamos Federales Stafford que gozaban del subsidio federal del interés, o [3] el 13 de noviembre de 1997 o posterior, cuando se trate de la porción del préstamo de consolidación con la que se liquida un préstamo educativo con subsidio del interés obtenido del Programa FFEL o del Direct Loan ProgramSM. Tengo la responsabilidad de pagar los intereses producidos durante este período por cualquier otro préstamo hecho al amparo del Programa FFEL.

La capitalización consiste en añadir los intereses pendientes de pago al saldo de capital del préstamo. El saldo de capital del préstamo aumenta cuando se postergan los pagos, durante los periodos de aplazamiento de pago o de indulgencia de morosidad, y se capitalizan los intereses. Como resultado de esto, puede que se produzcan más intereses durante la vigencia del préstamo, que se aumente la cantidad de la cuota mensual o que se incremente el número de los pagos. En el cuadro siguiente, se presentan cálculos aproximados de las cuotas mensuales de un préstamo sin subsidio del interés, hecho por un monto de $15,000 y con una tasa de 9 por ciento, después de un período de aplazamiento de pago de 12 meses de duración. Se comparan los efectos de las diferentes maneras de tratar los intereses del préstamo: pagarlos a medida que se van produciendo, capitalizarlos al final del periodo de aplazamiento de pago y capitalizarlos trimestralmente y al final del periodo de aplazamiento de pago. El costo efectivo de los intereses de mis préstamos dependerá de la tasa de interés, de la duración del aplazamiento de pago y de la frecuencia de capitalización de los intereses. Como se puede apreciar en el cuadro, si los intereses se van pagando durante el periodo del aplazamiento de pago, la cuota mensual se rebaja en unos $18 y se ahorrarían casi $727 durante la vigencia del préstamo.

<table>
<thead>
<tr>
<th>Tratamiento de los intereses producidos durante el aplazamiento de pago</th>
<th>Cantidad del préstamo</th>
<th>Intereses capitalizados (12 meses)</th>
<th>Capital a pagar</th>
<th>Cuota mensual</th>
<th>Número de cuotas</th>
<th>Total pagado</th>
<th>Total pagado en intereses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pagar los intereses durante el aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64*</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Capitalizar los intereses al final del aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Capitalizar los intereses cada trimestre durante el aplazamiento de pago y al final del mismo</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.07</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

* El total pagado incluye los $1,350 de intereses pagados durante los 12 meses del aplazamiento de pago.

El Federal Family Education Loan Program (Programa FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio del interés), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.

Funcionarios y empleados autorizados para certificar los datos consignados:

- Funcionario o empleado autorizado de un programa de becas de investigación de posgrado
- Funcionario o empleado de un programa de rehabilitación y capacitación
- Funcionario o empleado de un programa de prácticas o residencias (para efectos de toda plaza de prácticas o de residencia)
- Funcionario de un organismo del estado que expide licencias de ejercicio profesional (para efectos de prácticas cuyo cumplimiento es necesario para iniciar el ejercicio de alguna profesión o la prestación de algún servicio); debe aportarse, en una declaración adjunta al presente formulario, la certificación por parte de algún funcionario del organismo estatal que otorga licencias de ejercicio profesional.
- Administrador principal de una escuela (para efectos de la prestación de servicio docente en una categoría en la que existe una escasez de personal docente; puede ser necesaria la certificación por otra entidad si el encargado principal de escuelas en el estado correspondiente no ha facilitado a los administradores escolares una lista de las categorías que están aprobadas al efecto)

Indulgencia de morosidad se refiere a la suspensión temporal de las cuotas del préstamo, a la prolongación del plazo de vencimiento de las cuotas o a la reducción temporal de la cantidad programada de las cuotas. Tengo la responsabilidad de pagar los intereses producidos por mis préstamos durante el periodo de indulgencia de morosidad. Si no pago los intereses, éstos pueden capitalizarse.
SECCIÓN 7: REQUISITOS PARA ACOGERSE AL APLAZAMIENTO DE PAGO POR ESTUDIOS O DOCENCIA

Aplazamiento de pago por participación en programas de BECAS DE INVESTIGACIÓN DE POSGRADO o de REHABILITACIÓN Y CAPACITACIÓN

Puedo acogerme al aplazamiento del pago de mis préstamos mientras:

- Participo a tiempo completo en un programa de BECAS DE INVESTIGACIÓN DE POSGRADO. Para poder acogerme al aplazamiento de pago por este motivo, debe cumplirse lo siguiente: (1) El programa de becas de investigación de posgrado en que participe debe (a) proveer los medios económicos que sean suficientes para la realización de los estudios a tiempo completo, durante un plazo mínimo de seis meses; (b) pedir a cada solicitante, previo al otorgamiento de ayuda económica, una declaración por escrito en la que éste exponga sus objetivos; (c) pedir que el becario de investigación entregue, con cierta frecuencia, informes, proyectos u otras pruebas de su progreso, y (d) tratándose de estudios cursados en universidades extranjeras, convalidar los estudios para efectos del cumplimiento del programa de becas de investigación. (2) Debo (a) tener, como mínimo, algún título universitario de cuatro años (bachelor’s degree) otorgado por una institución de educación superior, y (b) haber sido admitido por una institución de educación superior (o haber recibido su recomendación para tal efecto) al programa de becas de investigación de posgrado, para realizar estudios a tiempo completo. (3) Si participo en un programa de prácticas o residencias médicas, no puedo acogerme al aplazamiento de pago por los motivos expuestos en el presente apartado.

- Participo a tiempo completo en un programa de REHABILITACIÓN Y CAPACITACIÓN. Para poder acogerme al aplazamiento de pago por este motivo, debe cumplirse lo siguiente: (1) El programa en referencia debe: (a) contar con la pertinente licencia, autorización, certificación o reconocimiento —expedidos por el Departamento de Asuntos de Veteranos o por el organismo del estado correspondiente que se encarga de los programas de rehabilitación profesional, de tratamiento de drogadicóticos, de salud mental o de tratamiento de alcoholílicos— que sea necesario para la prestación de servicios de rehabilitación y capacitación a personas con discapacidad; (b) prestar servicios conforme a un plan, en forma escrita, elaborado según las necesidades del cliente y en el que se especifique la fecha prevista de terminación de los servicios; y (c) ser organizado de manera que suponga un compromiso importante por mi parte con mi propia rehabilitación. («Compromiso importante» significa un compromiso de tiempo y esfuerzo que, en circunstancias normales, impediría a una persona trabajar 30 horas semanales o más en un puesto con una duración mínima prevista de tres meses.) (2) La prestación de los servicios de rehabilitación debe estar en marcha o programada para ponerse en marcha.

Aplazamiento de pago por PRÁCTICAS O RESIDENCIAS

Para poder acogerme al aplazamiento de pago por este motivo, debe cumplirse lo siguiente:

- Debo tener un saldo pendiente de pago en algún préstamo hecho mediante el Programa FFEL antes del 1 de julio de 1993, o debía tener, en el momento de obtener otro préstamo el 1 de julio de 1993 o posterior, un saldo pendiente en algún Préstamo FFEL hecho antes del 1 de julio de 1993. En caso de haber obtenido un Préstamo Federal PLUS, puedo acogerme, por mi participación en un programa de PRÁCTICAS O RESIDENCIAS, al aplazamiento del pago solamente de los Préstamos PLUS hechos antes del 15 de agosto de 1983.

Puedo acogerme al aplazamiento del pago de mis préstamos mientras:

- Participo en un programa de PRÁCTICAS O RESIDENCIAS. (La duración máxima del aplazamiento de pago es de dos años. En caso de que dure más de dos años el programa de prácticas o residencias médicas u odontológicas, el prestatarío puede solicitar un periodo de indulgencia de morosidad que abarque el resto del programa. A los estudiantes de odontología que tengan plaza de prácticas o de residencia se recomienda que utilicen el formulario «Solicitud por aplazamiento de pago por estudios».) Para poder acogerme al aplazamiento de pago por este motivo, debe cumplirse lo siguiente: (1) Debo haber sido admitido a un programa de prácticas o de residencias que (a) sea supervisado y (b) tenga como requisito de participación el tener, como mínimo, algún título universitario de cuatro años (bachelor’s degree) obtenido previo a la admisión al programa. (2) También, mi participación en el programa debe (a) conducir a la obtención de un título o certificado en una institución de educación superior, hospital o centro de atención médica en el que se ofrecen estudios de posgrado o (b) constituir un requisito que debo cumplir antes de que se me certifique para el ejercicio profesional o la prestación de algún servicio. (3) Si mi participación en el programa no conduce a ningún título o certificado, pero sí es necesaria para que yo pueda recibir la certificación para ejercer mi profesión o prestar algún servicio, deberá también aportar (adjunta al presente formulario) una declaración emitida por el organismo del estado correspondiente que tenga competencia en materia de licencias de ejercicio profesional, y también la certificación del funcionario o empleado autorizado, la que se encuentra en la Sección 4.

Aplazamiento de pago por SERVICIO EN CATEGORÍAS DE ESCASEZ DE PERSONAL DOCENTE

Para poder acogerme al aplazamiento de pago por este motivo, debe cumplirse lo siguiente:

- Debo haber obtenido Préstamos Federales Stafford o Préstamos SLS y haber obtenido el primero de sus préstamos del Programa FFEL el 1 de julio de 1987 o posterior pero antes del 1 de julio de 1993, o debía haber tenido, en el momento de obtener otro préstamo el 1 de julio de 1993 o posterior, un saldo pendiente de pago en algún préstamo otorgado por una institución de educación superior el 1 de julio de 1993 o posterior pero antes del 1 de julio de 1993. En caso de haber obtenido un Préstamo Federal PLUS, no puedo acogerme al aplazamiento de pago por servicio en categorías de escasez de personal docente.

Puedo acogerme al aplazamiento del pago de mis préstamos mientras:

- Presto servicios de docencia en una CATEGORÍA DE ESCASEZ DE PERSONAL DOCENTE. (La duración máxima del aplazamiento de pago es de tres años. Para seguir acogido al aplazamiento, hay que realizar los pertinentes trámites de solicitud cada año escolar.) Para acogerme al aplazamiento de pago por este motivo, debo ser docente con dedicación exclusiva en una escuela de enseñanza primaria o secundaria (ya sea pública o privada) sin fines de lucro, en una categoría —ya sea una región geográfica, grado escolar, materia, disciplina u otra categoría académica o pedagógica— en la que existe, según el Departamento de Educación de EE.UU., una escasez de personal docente. (Puede comunicarse con el administrador principal de mi escuela o con el encargado principal de escuelas en mi estado, a fin de conseguir la lista de las categorías que corresponden al estado donde presto servicio docente.) Tengo el derecho a solicitar la continuación del aplazamiento de pago, aunque la categoría en la que presto servicios de docencia pierda su clasificación a los efectos de la escasez de personal docente.
**SECCIÓN 8: DÓNDE ENVIAR EL FORMULARIO CON LOS DATOS COMPLETOS**

Envíe el formulario con los datos completos, y cualquier otra documentación necesaria, a la siguiente dirección:

(De no indicarse ninguna dirección, remita el formulario a su acreedor.)

Si necesita ayuda para llenar el formulario, llame al siguiente número:

(De no indicarse ningún número de teléfono, llame a su acreedor.)

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**SECCIÓN 9: AVISOS IMPORTANTES**

**Aviso sobre la Ley de Confidencialidad de Información**

En virtud de la Ley de Confidencialidad de Información de 1974 (Sección 552a del Título 5 del Código de Estados Unidos), es obligatorio poner a disposición del solicitante el siguiente aviso:

La autoridad para reunir la información solicitada por medio del presente formulario deriva de la Sección 421 y siguientes de la Ley de Educación Superior de 1965, según enmendada (Sección 1071 y siguientes del Título 20 del Código de Estados Unidos). La autoridad para solicitar y utilizar el número de Seguro Social del solicitante deriva de la Sección 484(a)(4) de la Ley de Educación Superior (Sección 1081(a)(4) del Título 20 del Código de Estados Unidos) y de la Sección 7701(b) del Título 30 del Código de Estados Unidos. Si bien tienen carácter voluntario tanto la participación en el Federal Family Education Loan Program (Programa FFEL) como el proporcionar el número de Seguro Social, el solicitante deberá facilitar la información solicitada, incluido el número de Seguro Social, para poder participar en el Programa.

La reunión de la información solicitada en el presente formulario (incluido el número de Seguro Social) se realiza con los siguientes fines principales: verificar la identidad del solicitante; determinar el otorgamiento, al amparo del Programa FFEL, de préstamos nuevos o de beneficios en materia del pago de préstamos existentes (como por ejemplo, el aplazamiento de pago, la indulgencia de morosidad, y la anulación o condonación de deudas); administrar los préstamos del solicitante, y, en caso de mora o incumplimiento de pago, localizarlo, exigir el pago de la deuda e informar a las entidades competentes la condición de los préstamos. También hacemos uso del número de Seguro Social como identificador de la cuenta de préstamos del solicitante y para permitir a éste acceder electrónicamente a los datos relativos a la misma.

Al amparo de una cláusula, debidamente publicada en el sistema de registro de datos correspondiente, relativa al uso normal de la información recogida, los datos que se encuentran en el expediente del solicitante se pueden poner a disposición de terceras entidades, ya sea según las circunstancias particulares del caso o en cumplimiento de un programa de cotejo electrónico de datos. Tratándose del presente formulario, el uso normal de esta información incluye, sin carácter limitativo, la cesión de los datos a ciertas partes, señaladas abajo, a fin de hacer lo siguiente: verificar la identidad del solicitante; determinar el otorgamiento de préstamos nuevos o de beneficios en materia del pago de préstamos existentes; permitir la administración o cobro de los préstamos; hacer cumplir los términos y condiciones de los préstamos; investigar la posible comisión de fraude y verificar el cumplimiento de las normas que rigen los programas federales de ayuda económica para los estudios superiores o localizar al solicitante en caso de mora o incumplimiento de pago. Las siguientes son las partes a las que podemos destinar la información reunida: organismos federales, estatales y locales; particulares que tienen alguna relación con el solicitante, tales como familiares, empleadores actuales y pasados, socios comerciales y personales; agencias de informes crediticios; instituciones educativas y financieras, y garantes. Para informar sobre los cálculos del índice de incumplimiento de pago, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos estatales. Para facilitar el historial de ayuda económica del solicitante, podemos ceder los datos a instituciones educativas. Para ayudar a los administradores del programa a llevar un control sobre la devolución de fondos de préstamo y la anulación de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos federales o estatales. Para establecer un método estandarizado según el cual instituciones educativas puedan informar de forma eficiente sobre la dedicación de estudio del solicitante, podemos ceder los datos a garantes o a instituciones financieras y educativas. Para dar orientación al solicitante en materia del pago de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos federales, estatales o locales.

En caso de litigio, podemos enviar los datos del solicitante al Departamento de Justicia, o al tribunal, entidad jurídica, abogado, parte o testigo correspondientes, cuando dicha cesión se considere procedente y necesaria para la solución del mismo. Si estos datos, ya sean por separado o en conjunto con otra información, indican una posible violación de la ley, podemos enviarlos a las autoridades competentes, para que se tomen las medidas pertinentes. Podemos enviar la información a congresistas en caso que usted les pida ayuda con algún problema relacionado con los programas federales de asistencia estudiantil. En caso de denuncias, quejas o medidas disciplinarias en materia de empleo, podemos ceder los datos a las entidades competentes, a fin de facilitar la adjudicación o investigación de las mismas. Si así se dispone en una convención colectiva de trabajo, podemos ceder los datos a los sindicatos debidamente reconocidos al amparo del Capítulo 71 del Título 5 del Código de Estados Unidos. Podemos poner los datos a disposición de nuestros contratistas si los necesitan para realizar funciones relacionadas con los programas en referencia. Antes de hacerlo, requerimos que el contratista ponga en práctica las medidas de protección necesarias para cumplir con la Ley de Confidencialidad de Información. Los datos también pueden cederse, de conformidad con las protecciones previstas en la Ley de Confidencialidad de Información, a aquellos investigadores que reúnan los requisitos correspondientes.

**Aviso sobre la Ley de Reducción de Trámites**

Según lo dispuesto en la Ley de Reducción de Trámites de 1995, ninguna persona estará en la obligación de responder a un instrumento de recolección de datos que no exhiba un número de control vigente emitido por la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). Para efectos del presente formulario, dicho número es 1845-0005. Se calcula que se necesitarán, como promedio, 0,16 horas (10 minutos) por respuesta, incluido el tiempo para leer las instrucciones, buscar la información en los documentos correspondientes, reunir los datos necesarios, consignarlos en el formulario y revisarlos.

Si usted tiene algún comentario sobre la exactitud de estos cálculos, o alguna sugerencia sobre cómo mejorar el presente formulario, escriba a la siguiente dirección:

U.S. Department of Education, Washington, DC 20202-4537

Si tiene preguntas sobre el estado de tramitación de su formulario, escriba a la dirección indicada en la Sección 8.
IN-SCHOOL DEFERMENT REQUEST
Federal Family Education Loan Program

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION
Please enter or correct the following information.

SSN |__|__|-|__|__|-|__|__|__|__|
Name __________________________
Address _________________________
City, State, Zip Code ______________
Phone - Home ( ) ________________
Phone - Other ( ) ________________
E-mail Address (Optional) ________

SECTION 2: DEFERMENT REQUEST
Before answering any questions, carefully read the entire form, including the instructions and other information in Sections 5 and 6.

☐ I meet the qualifications for the deferment(s) checked below and request that my loan holder defer repayment of my loan(s) (check all that apply):
- While I am enrolled FULL TIME at an eligible school. (For borrowers with any FFEL Program loan.)
- While I am enrolled AT LEAST HALF TIME at an eligible school. (For borrowers who, on the date they signed the promissory note, did not have an outstanding balance on a FFEL Program loan made before July 1, 1987; Federal PLUS Loans first disbursed on or after July 1, 2008, are eligible regardless of when the oldest outstanding loan was made.)
- If I am a parent borrower of a Federal PLUS Loan first disbursed on or after July 1, 2008, during the 6-month period after I cease to be enrolled at least half time at an eligible school.

SECTION 3: BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

☐ I understand that:
(1) I am not required to make payments of loan principal during my deferment. Interest will not be charged on my subsidized loan(s) during my deferment. However, interest will be charged on my unsubsidized loan(s).
(2) I have the option of paying the interest that accrues on my unsubsidized loan(s) during my deferment.
(3) I may choose to make interest payments by checking the box below. My loan holder may capitalize interest that I do not pay during the deferment period.
☐ I will provide additional documentation to my loan holder, as required, to support my deferment status.

☐ My deferment will begin on the date I began full-time or at least half-time enrollment, as certified by the authorized official who completes Section 4 of this form, and will end on the earlier of the date that I cease to meet the enrollment status requirement that qualifies me for the deferment, or the expected ending date of my qualifying enrollment status as certified by the authorized official.

☐ If I am a parent borrower of a Federal PLUS Loan first disbursed on or after July 1, 2008, my deferment will begin on the day after I cease to be enrolled at least half time and will end 6 months after that date.

☐ I have read, understand, and meet the eligibility criteria of the deferment for which I have applied.

☐ I certify that: (1) The information provided in Sections 1 and 2 above is true and correct. (2) I will provide additional documentation to my loan holder, as required, to support my deferment status. (3) I will notify my loan holder immediately when the enrollment status that qualified me for the deferment ends. (4) I have read, understand, and meet the eligibility criteria of the deferment for which I have applied.

☐ I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or pre-recorded voice or text messages.

Borrower's Signature __________________________ Date ____________

SECTION 4: AUTHORIZED OFFICIAL’S CERTIFICATION
Note: As an alternative to completing this section, the school may attach its own enrollment certification report listing the required information.

I certify, to the best of my knowledge and belief, that the borrower named above:

☐ I was enrolled as (check the appropriate box) ☐ a full-time student or ☐ at least a half-time student during the academic period from |__|__|-|__|__|-|__|__|__|__|.

☐ (2) I certify that the school is reasonably expected to complete his/her program requirements on |__|__|-|__|__|-|__|__|__|__|.

Name of Institution __________________________
OPE-ID __________________________
Address __________________________
City, State, Zip Code ________________
Phone ( ) _________________________
Name/Title of Authorized Official __________________________
Authorized Official’s Signature __________________________
Date ____________
SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Report dates as month-day-year (MM-DD-YYYY). For example, ‘January 31, 2009’ = ‘01-31-2009’. An authorized school official must either complete Section 4 or attach the school’s own enrollment certification report listing the required information. If you need help completing this form, contact your loan holder.

Return the completed form and any required documentation to the address shown in Section 7.

SECTION 6: DEFINITIONS

■ An authorized certifying official for an In-School Deferment is an authorized official of the school where I am/was enrolled as a full-time or at least half-time student.

■ Capitalization is the addition of unpaid interest to the principal balance of my loan(s). The principal balance of a loan increases when payments are postponed during periods of deferment or forbearance and unpaid interest is capitalized. As a result, more interest may accrue over the life of the loan, the monthly payment amount may be higher, or more payments may be required. The chart below provides estimates, for a $15,000 unsubsidized loan balance at a 9% interest rate, of the monthly payments due following a 12-month deferment. It compares the effects of paying the interest as it accrues, capitalizing the interest at the end of the deferment, and capitalizing interest quarterly and at the end of the deferment. My actual loan interest cost will depend on my interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about $18 and saves about $772 over the lifetime of the loan, as depicted in the chart below.

<table>
<thead>
<tr>
<th>Treatment of Interest Accrued During Deferment</th>
<th>Loan Amount</th>
<th>Capitalized Interest for 12 Months</th>
<th>Principal to Be Repaid</th>
<th>Monthly Payment</th>
<th>Number of Payments</th>
<th>Total Amount Paid</th>
<th>Total Interest Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest is paid</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Interest is capitalized at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Interest is capitalized quarterly during deferment and at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

*Total amount repaid includes $1,350 of interest paid during the 12-month period of deferment.

■ A deferment is a period during which I am entitled to postpone repayment of the principal balance of my loan(s). The federal government pays the interest that accrues during an eligible deferment for all subsidized Federal Stafford Loans and for Federal Consolidation Loans for which the Consolidation Loan application was received by my loan holder (1) on or after January 1, 1993, but before August 10, 1993, (2) on or after August 10, 1993, if it includes only Federal Stafford Loans that were eligible for federal interest subsidy, or (3) on or after November 13, 1997, for that portion of the Consolidation Loan that paid a subsidized FFEL Program loan or a subsidized Federal Direct Loan. I am responsible for the interest that accrues during this period on all FFEL Program loans.

■ The Federal Family Education Loan (FFEL) Program includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, and Federal Consolidation Loans.

■ Forbearance means permitting the temporary cessation of payments, allowing an extension of time for making payments, or temporarily accepting smaller payments than previously scheduled. I am responsible for paying the interest that accrues on my loan(s) during a forbearance. If I do not pay the interest that accrues, the interest may be capitalized.

■ The holder of my FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the U.S. Department of Education.

SECTION 7: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed deferment request and any required documentation to: (If no address is shown, return to your loan holder.)

If you need help completing this form, call: (If no telephone number is shown, call your loan holder.)

SECTION 8: IMPORTANT NOTICES

Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP; to permit the servicing of your loan(s); and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to perform the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0005. The time required to complete this information collection is estimated to average 0.16 hours (10 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4637

If you have questions regarding the status of your individual submission of this form, write directly to the address shown in Section 7.
SECCIÓN 1: DATOS PERSONALES DEL PRESTATARIO

Favor de introducir o corregir la siguiente información:

<table>
<thead>
<tr>
<th>N.° de Seguro Social</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Nombre y apellido</td>
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<tr>
<td>Dirección</td>
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<td></td>
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<tr>
<td>Ciudad, estado, código postal</td>
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<td></td>
</tr>
<tr>
<td>Teléfono (domicilio)</td>
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<td></td>
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<tr>
<td>Teléfono (alternativo)</td>
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<td></td>
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<tr>
<td>Correo electrónico (opcional)</td>
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</tr>
</tbody>
</table>

SECCIÓN 2: SOLICITUD DE APLAZAMIENTO DE PAGO

Antes de responder a las preguntas, lea todo el formulario detenidamente, incluyendo las indicaciones y otra información que se hallan en las Secciones 5 y 6.

- Cumpló con los requisitos para acogerme al aplazamiento de pago por los motivos indicados abajo, y solicito que mi acreedor aplace el pago de mis préstamos mientras
  todas las casillas que correspondan:

  - [ ] Curso ESTUDIOS CON DEDICACIÓN DE TIEMPO COMPLETO  en una institución educativa aprobada al efecto. (Para prestatarios que hayan obtenido préstamos educativos del Federal Family Education Loan Program [FFEL].)

  - [ ] Curso ESTUDIOS CON DEDICACIÓN MÍNIMA DE MEDIO TIEMPO, en una institución educativa aprobada al efecto. (Para prestatarios que, a la fecha de firmar el pagaré de sus préstamos, no tenían ninguno saldo pendiente de pago en préstamos hechos mediante el Programa FFEL antes del 1 de julio de 1987. Se puede aplazar el pago de los Préstamos Federales PLUS que se hayan desembolsado por primera vez el 1 de julio del 2008 o posterior, sin importar la fecha del préstamo más antiguo que quede pendiente de pago.)

  - [ ] Soy el prestatario de algún Préstamo Federal PLUS para padres que se desembolsó por primera vez el 1 de julio del 2008 o posterior. (El pago del préstamo se puede aplazar por un periodo de seis meses posteriores a la fecha de dejar de cursar estudios con una dedicación mínima de medio tiempo en una institución educativa aprobada al efecto.)

SECCIÓN 3: ACEPTACIÓN, CERTIFICACIÓN Y AUTORIZACIÓN DEL PRESTATARIO

- Entiendo y acepto lo siguiente:
  1. [ ] No tengo obligación de efectuar pagos al capital del préstamo durante la vigencia del aplazamiento de pago. Durante este período, no se me cobrarán los intereses producidos por mis préstamos que tengan subsidio del interés. Sin embargo, se me cobrarán los intereses producidos por mis préstamos que no tengan subsidio del interés.

  - [ ] Deseo pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.

  2. [ ] Puedo optar por pagar el interés, marcando la casilla de abajo. Mi acreedor podrá capitalizar los intereses que no se paguen durante el período de aplazamiento.

  3. [ ] El aplazamiento de pago entrará en vigor en la fecha de inicio de los estudios con dedicación de tiempo completo o con dedicación mínima de medio tiempo, según certifique esta fecha el funcionario o empleado autorizado que lleve la Sección 4 del presente formulario. El aplazamiento vencerá en la primera de las dos fechas siguientes: la fecha en que deje de cursar estudios con el régimen de dedicación que justificó tal beneficio o la fecha prevista de terminación de dichos estudios, según certifique la fecha el funcionario o empleado autorizado.

  4. [ ] Si obtuve Préstamos Federales PLUS para pagar mis estudios de posgrado, también se aplazará el pago de los que se hayan desembolsado el 1 de julio del 2008 o posterior, durante los seis meses siguientes a dejar de cursar estudios con una dedicación mínima de medio tiempo.

  5. [ ] Si para pagar los estudios de alguno de mis hijos obtuve Préstamos Federales PLUS que se desembolsaron por primera vez el 1 de julio del 2008 o posterior, y solicito el aplazamiento de pago durante los seis meses siguientes a dejar de cursar estudios con una dedicación mínima de medio tiempo, el período de aplazamiento empezará el día siguiente al día en que haya dejado de cursar estudios con una dedicación mínima de medio tiempo y terminará seis meses después de esa fecha.

  6. [ ] Si el aplazamiento de pago no abarca todas las cuotas atrasadas, mi acreedor puede concederme un período de indulgencia de morosidad que abarque las que hayan vencido antes de la fecha de entrada en vigor del aplazamiento. En caso de que haya terminado el período de vigencia del aplazamiento, mi acreedor puede otorgarme un período de indulgencia que abarque toda cuota que haya vencido hasta la fecha de tramitación de la presente solicitud.

  7. [ ] Mis acreedores pueden concederme, según sea necesario, un período de indulgencia de morosidad por una duración máxima de 60 días, por motivo de la recopilación y tramitación de los documentos relativos a mi solicitud de aplazamiento de pago. No se capitalizarán los intereses producidos durante el plazo de vigencia de este tipo de indulgencia.

- Certífíquelo lo siguiente: (1) que la información que proporcioné en las Secciones 1 y 2, arriba, es correcta y verídica; (2) que aportaré documentación complementaria a mi acreedor, según sea necesario, que acredite las circunstancias en cuya virtud me acojo al aplazamiento de pago; (3) que avistará a mi acreedor, de forma inmediata, una vez que deje de cursar estudios con el régimen de dedicación que justificó el aplazamiento de pago, y (4) que he leído, entendido y cumplido los requisitos y condiciones cuya satisfacción es necesaria para la concesión del aplazamiento de pago por los motivos señalados en el presente formulario de solicitud.

- Autorizo a la institución educativa, al acreedor, al garante, al Departamento y a sus respectivos agentes y contratistas a comunicarse conmigo respecto a mis préstamos, incluido el pago de los mismos, al número actual o futuro (si lo proporciono) de mi teléfono móvil u otro dispositivo inalámbrico, por medio de sistemas de marcado automático, mensajes de texto o mensajes de voz artificial o grabados.

Firma del prestatario ___________________________ Fecha ___________________________
SECCIÓN 4: CERTIFICACIÓN DEL FUNCIONARIO O EMPLEADO AUTORIZADO

NOTA: En lugar de llenar la presente sección, la institución puede adjuntar su propia certificación de la dedicación y fechas de estudio.

Certifíco que, según mi leal saber y entender, el prestatario arriba indicado:

(1) está o estuvo matriculado para cursar estudios (marque la casilla correspondiente) con dedicación de tiempo completo o con una dedicación mínima de medio tiempo, durante el período académico comprendido entre el y el , y que también

(2) se prevé, con un grado razonable de confiabilidad, que cumpla el programa de estudios el .

Nombre de la institución ________________________________ OPE-ID ________________________________

Dirección ________________________________ Ciudad, estado, código postal ________________________________

Nombre, apellido y puesto del funcionario o empleado autorizado ________________________________ Teléfono ( ) ________________________________

Firma del funcionario o empleado autorizado ________________________________ Fecha ________________________________

SECCIÓN 5: INSTRUCCIONES PARA LLENAR EL FORMULARIO

Escriba sus respuestas a máquina o con letra de molde y tinta oscura. Escriba las fechas en el formato mes-día-año (MM-DD-AAAA). Por ejemplo, «31 de enero de 2009» equivale a «01-31-2009». El funcionario o empleado autorizado deberá rellenar la Sección 4 o adjuntar la certificación de dedicación de estudio, facilitada por la institución educativa, en la que figure la información necesaria. Si usted necesita ayuda para llenar el presente formulario, comuníquese con su acreedor.

Remita el formulario con los datos completos, y cualquier documentación solicitada, a la dirección indicada en la Sección 7.

SECCIÓN 6: DEFINICIONES

El acreedor de mis préstamos del Programa FFEL puede ser una entidad prestamista, garante o financiera (del mercado secundario), o el Departamento de Educación de EE.UU. sufraga los intereses producidos durante el aplazamiento de pago de manera debidamente tramitada, todo Préstamo Federal Stafford con subsidio del interés y todo Préstamo Federal de Consolidación cuya solicitud llegó a mi acreedor (1) el 1 de enero de 1993 o posterior pero antes del 10 de agosto de 1993, (2) el 10 de agosto de 1993 o posterior, siempre que la solicitud incluyera solo los Préstamos Federales Stafford que gozaban del subsidio federal del interés, o (3) el 13 de noviembre de 1997 o posterior, cuando se trate de la porción del préstamo de consolidación con la que se liquidó un préstamo educativo con subsidio del interés obtenido del Programa FFEL o del Direct Loan ProgramSM. Tengo la responsabilidad de pagar los intereses producidos durante este período por cualquier otro préstamo hecho al amparo del Programa FFEL.

La capitalización consiste en añadir los intereses pendientes de pago al saldo de capital del préstamo. El saldo de capital del préstamo aumenta cuando se postergan los pagos, durante los periodos de aplazamiento de pago o de indulgencia de morosidad, y se capitalizan los intereses. Como resultado de esto, puede que se produzcan más intereses durante la vigencia del préstamo, que se aumente la cantidad de la cuota mensual o que se incremente el número de los pagos. En el cuadro siguiente, se presentan cálculos aproximados de las cuotas mensuales de un préstamo sin subsidio del interés, hecho por un monto de $15,000 y con una tasa de 9 por ciento, después de un período de aplazamiento de pago de 12 meses de duración. Se comparan los efectos de las diferentes maneras de tratar los intereses del préstamo: pagarlos a medida que se van produciendo, capitalizarlos al final del periodo de aplazamiento de pago y capitalizarlos trimestralmente y al final del periodo de aplazamiento de pago. El costo efectivo de los intereses de mi préstamo dependerá de la tasa de interés, de la duración del aplazamiento de pago y de la frecuencia de capitalización de los intereses. Como se puede apreciar en el cuadro, si los intereses se van pagando durante el periodo del aplazamiento de pago, la cuota mensual se rebaja en unos $18 y se ahorraran casi $772 durante la vigencia del préstamo.

<table>
<thead>
<tr>
<th>Tratamiento de los intereses producidos durante el aplazamiento de pago</th>
<th>Cantidad del préstamo</th>
<th>Intereses capitalizados (12 meses)</th>
<th>Capital a pagar</th>
<th>Cuota mensual</th>
<th>Número de cuotas</th>
<th>Total pagado</th>
<th>Total pagado en intereses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pagar los intereses durante el aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64*</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Capitalizar los intereses al final del aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Capitalizar los intereses cada trimestre durante el aplazamiento de pago y al final del mismo</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

* El total pagado incluye los $1,350 de intereses pagados durante los 12 meses del aplazamiento de pago.

El Federal Family Education Loan Program (Programa FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio del interés), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.

Funcionario y empleado autorizado para certificar los datos consignados se refiere, para efectos del presente formulario, al funcionario o empleado autorizado de la institución educativa en la que curso o cursé estudios con dedicación de tiempo completo o con una dedicación mínima de medio tiempo.

Indulgencia de morosidad se refiere a la suspensión temporal de las cuotas del préstamo, a la prolongación del plazo de vencimiento de las cuotas o a la reducción temporal de la cantidad programada de las cuotas. Tengo la responsabilidad de pagar los intereses producidos por mis préstamos durante el periodo de indulgencia de morosidad. Si no pago los intereses, éstos pueden capitalizarse.
SECCIÓN 7: DÓNDE ENVIAR EL FORMULARIO CON LOS DATOS COMPLETOS

Envíe el formulario con los datos completos, y cualquier otra documentación necesaria, a la siguiente dirección:
(De no indicarse ninguna dirección, remita el formulario a su acreedor.)

Si necesita ayuda para llenar el formulario, llame al siguiente número:
(De no indicarse ningún número de teléfono, llame a su acreedor.)

SECCIÓN 8: AVISOS IMPORTANTES

Aviso sobre la Ley de Confidencialidad de Información

En virtud de la Ley de Confidencialidad de Información de 1974 (Sección 552a del Título 5 del Código de Estados Unidos), es obligatorio poner a disposición del solicitante el siguiente aviso:

La autoridad para reunir la información solicitada por medio del presente formulario deriva de la Sección 421 y siguientes de la Ley de Educación Superior de 1965, según enmendada (Sección 1071 y siguientes del Título 20 del Código de Estados Unidos). La autoridad para solicitar y utilizar el número de Seguro Social del solicitante deriva de la Sección 484(a)(4) de la Ley de Educación Superior (Sección 1091(a)[4] del Título 20 del Código de Estados Unidos) y de la Sección 7701(b) del Título 30 del Código de Estados Unidos. Si bien tienen carácter voluntario tanto la participación en el Federal Family Education Loan Program (Programa FFEL) como el proporcionar el número de Seguro Social, el solicitante deberá facilitar la información solicitada, incluido el número de Seguro Social, para poder participar en el Programa.

La reunión de la información solicitada en el presente formulario (incluido el número de Seguro Social) se realiza con los siguientes fines principales: verificar la identidad del solicitante; determinar el otorgamiento, al amparo del Programa FFEL, de préstamos nuevos o de beneficios en materia del pago de préstamos existentes (como por ejemplo, el aplazamiento de pago, la indulgencia de morosidad, y la anulación o condonación de deudas); administrar los préstamos del solicitante, y, en caso de mora o incumplimiento de pago, localizarlo, exigirle el pago de la deuda e informar a las entidades competentes la condición de los préstamos. También hacemos uso del número de Seguro Social como identificador de la cuenta de préstamos del solicitante y para permitir a éste acceder electrónicamente a los datos relativos a la misma. Al amparo de una cláusula, debidamente publicada en el sistema de registro de datos correspondiente, relativa al uso normal de la información recogida, los datos que se encuentran en el expediente del solicitante se pueden poner a disposición de terceras entidades, ya sea según las circunstancias particulares del caso o en cumplimiento de un programa de cotejo electrónico de datos. Tratándose del presente formulario, el uso normal de esta información incluye, sin carácter limitativo, la cesión de los datos a ciertas partes, señaladas abajo, a fin de hacer lo siguiente: verificar la identidad del solicitante; determinar el otorgamiento de préstamos nuevos o de beneficios en materia del pago de préstamos existentes; permitir la administración o cobro de los préstamos; hacer cumplir los términos y condiciones de los préstamos; investigar la posible comisión de fraude y verificar el cumplimiento de las normas que rigen los programas federales de ayuda económica para los estudios superiores o localizar al solicitante en caso de mora o incumplimiento de pago. Las siguientes son las partes a las que podemos destinar la información reunida: organismos federales, estatales y locales; particulares que tienen alguna relación con el solicitante, tales como familiares, empleadores actuales y pasados, socios comerciales y personales; entidades financieras y educativas; y agencias de informes de crédito. Para informar sobre los cálculos del índice de incumplimiento de pago, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos estatales. Para facilitar el historial de ayuda económica del solicitante, podemos ceder los datos a instituciones educativas. Para ayudar a los administradores del programa a llevar un control sobre la devolución de fondos de préstamo y la anulación de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos estatales. Para establecer un sistema estandarizado según el cual instituciones educativas puedan informar de forma eficiente sobre la dedicación de estudio del solicitante, podemos ceder los datos a garantes o a instituciones financieras y educativas. Para dar orientación al solicitante en materia del pago de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos estatales.

En caso de litigio, podemos enviar los datos del solicitante al Departamento de Justicia, o al tribunal, entidad jurídica, abogado, parte o testigo correspondientes, cuando dicha cesión se considere procedente y necesaria para la solución del mismo. Si estos datos, ya sean por separado o en conjunto con otra información, indican una posible violación de la ley, podemos enviarlos a las autoridades competentes, para que se tomen las medidas pertinentes. Podemos enviar la información a congresistas en caso que usted les pida ayuda con algún problema relacionado con los programas federales de asistencia estudiantil. En caso de denuncias, quejas o medidas disciplinarias en materia de empleo, podemos ceder los datos a las entidades competentes, a fin de facilitar la adjudicación o investigación de los mismos. Si así se dispone en una convención colectiva de trabajo, podemos ceder los datos a los sindicatos debidamente reconocidos al amparo del Capítulo 71 del Título 5 del Código de Estados Unidos. Podemos poner los datos a disposición de nuestra contratistas si los necesitan para realizar funciones relacionadas con los programas en referencia. Antes de hacerlo, requerimos que el contratista ponga en práctica las medidas de protección necesarias para cumplir con la Ley de Confidencialidad de Información. Los datos también pueden cederse, de conformidad con las protecciones previstas en la Ley de Confidencialidad de Información, a aquellos investigadores que reúnan los requisitos correspondientes.

Aviso sobre la Ley de Reducción de Trámites

Según lo dispuesto en la Ley de Reducción de Trámites de 1995, ninguna persona estará en la obligación de responder a un instrumento de recolección de datos que no exhiba un número de control vigente emitido por la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). Para efectos del presente formulario, dicho número es 1845-0005. Se calcula que se necesitan, como promedio, 0.16 horas (10 minutos) por respuesta, incluido el tiempo para leer las instrucciones, buscar la información en los documentos correspondientes, reunir los datos necesarios, consignarlos en el formulario y revisarlo. Si usted tiene algún comentario sobre la exactitud de estos cálculos, o alguna sugerencia sobre cómo mejorar el presente formulario, escriba a la siguiente dirección:

U.S. Department of Education, Washington, DC 20202-4357

Si tiene preguntas sobre el estado de tramitación de su formulario, escriba a la dirección indicada en la Sección 7.
MILITARY DEFERMENT REQUEST
Federal Family Education Loan Program / William D. Ford Federal Direct Loan Program / Federal Perkins Loan Program

Use this form only for Federal Family Education Loan Program, William D. Ford Federal Direct Loan Program, or Federal Perkins Loan Program loans first disbursed on or after July 1, 2001, and Federal Consolidation Loans or Direct Consolidation Loans only if all of the Title IV loans included in the Consolidation Loan were first disbursed on or after July 1, 2001.

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents will be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN [_____] - [_____] - [_____] - [_____]

Name ________________________________

Address ____________________________________________

City, State, Zip ____________________________

Telephone - Home ( ) __________________________

Telephone - Other ( ) __________________________

E-mail Address (Optional) __________________________

SECTION 2: DEFERMENT REQUEST

Carefully read the entire form, including the instructions and other information in Sections 5, 6, and 7. A representative may complete and sign this form on your behalf if you are unable to do so.

I meet the qualifications stated in Section 7 for this deferment and request that my loan holder defer repayment of my eligible loan(s) for a period not to exceed three years while I am either:

• Performing qualifying National Guard duty during a war or other military operation or national emergency, as defined in Section 6, or

• Performing qualifying National Guard duty during a war or other military operation or national emergency, as defined in Section 6.

SECTION 3: BORROWER UNDERSTANDINGS AND CERTIFICATIONS

I understand that:

(1) I am not required to make payments of loan principal during my deferment. Interest will not be charged on my subsidized FFEL or Direct Loan program loan(s) or Perkins Loan Program loan(s) during my deferment. However, interest will be charged on my unsubsidized FFEL and Direct Loan program loan(s).

(2) I have the option of paying the interest on my unsubsidized FFEL or Direct Loan program loan(s) during my deferment.

(3) My loan holder may capitalize interest that I do not pay during the deferment period on my unsubsidized FFEL or Direct Loan program loan(s).

(4) My deferment will begin on the date I began performing the military service that qualifies me for the deferment, as certified by an authorized official or documented by my military orders.

(5) My deferment will end on the earlier of (a) the date that I stop performing the military service that qualifies me for the deferment, (b) the ending date of my qualifying military service, as certified by an authorized official or documented by my military orders, or (c) the date on which my loan reaches the maximum period of deferment under the law. The total military deferment period may not exceed three years for any eligible loan.

(6) If my deferment does not cover all my past due payments, my loan holder may grant me a forbearance on all payments due before the begin date of my deferment or—if the period for which I am eligible for a deferment has ended—a forbearance for all payments due at the time my deferment request is processed.

(7) During the deferment period on my eligible loans, I may request a forbearance on my other FFEL, Direct Loan or Perkins Loan program loans that are not eligible for this deferment.

(8) My loan holder may capitalize unpaid interest that accrues during a forbearance period on a FFEL or Direct Loan program loan, and this will increase the principal balance of the loan. Unpaid interest that accrues on a Perkins Loan Program loan during a forbearance period is not capitalized.

(9) My loan holder may grant me a forbearance on my FFEL or Direct Loan program loan(s) for up to 60 days, if necessary, for the collection and processing of documentation related to my deferment request. Interest that accrues during this forbearance period will not be capitalized.

I certify that: (1) The information I provided in Section 1 above is true and correct. (2) I will provide additional documentation to my loan holder, as required, to support my eligibility for this deferment. (3) I will notify my loan holder immediately if I stop performing the military duty that qualifies me for this deferment or I otherwise become ineligible for this deferment. (4) I have read, understand, and meet the eligibility criteria for this deferment, as stated in Section 2 and explained in Section 7.

Signature of Borrower or Borrower’s Representative __________________________________________ Date ______

Printed Name of Borrower’s Representative (if applicable) __________________________ Relationship to Borrower ______

Address of Borrower’s Representative __________________________________________ Telephone ( ) _____

SECTION 4: AUTHORIZED OFFICIAL’S CERTIFICATION

Note: As an alternative to completing this section, a written statement from the commanding or personnel officer or a copy of the military orders may be attached.

I certify, to the best of my knowledge and belief, that the borrower named above is/ was engaged in the service described in Sections 2, 6, and 7 that begins/began on [_____] - [_____] - [_____] - [_____] - [_____] - [_____] and ends/ended on [_____] - [_____] - [_____] - [_____] - [_____] - [_____]. Enter dates as month-day-year (mm-dd-yyyy).

Name of Military Branch or National Guard __________________________________________

Address __________________________________________ City, State, Zip __________________________

Name/Title of Authorized Official __________________________ Telephone ( ) _____

Authorized Official’s Signature __________________________________________ Date ______
SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: January 1, 2008 = 01-01-2008. In order to establish your eligibility, (1) an authorized official must complete section 4, or (2) a copy of your military orders or a written statement from your commanding or personnel officer must be attached. If you need help completing this form, contact your loan holder. If you are applying for a deferment of loans that are held by different loan holders, you must submit a separate deferment request to each loan holder.

Return the completed form and any required documentation to the address shown in Section 8.

SECTION 6: DEFINITIONS

- **Active duty** means full-time duty in the active military service of the United States as defined in 10 U.S.C. 101(d)(1), but does not include training or attendance at a service school.
- **An authorized certifying official** is my commanding or personnel officer.
- **Capitalization** is the addition of unpaid interest to the principal balance of my FFEL or Direct Loan program loan. This will increase the principal and total cost of my loan.
- **A deferment** is a period during which I am entitled to temporarily postpone making payments on the principal balance of my loan(s). Interest is not charged during a deferment on subsidized FFEL or Direct Loan program loans, or on Perkins Loan Program loans. Interest is charged during a deferment on unsubsidized FFEL and Direct Loan program loans.
- The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal PLUS Loans, and Federal Consolidation Loans.
- The **Federal Perkins Loan (Perkins Loan) Program** includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defense Loan).
- The **William D. Ford Federal Direct Loan (Direct Loan) Program** includes Federal Direct Stafford/Ford (Direct Subsidized) Loans, Federal Direct Unsubsidized Stafford/Ford (Direct Unsubsidized) Loans, Federal Direct PLUS (Direct PLUS) Loans, and Federal Direct Consolidation (Direct Consolidation) Loans.
- **Forbearance** means permitting the temporary cessation of payments, allowing an extension of time for making payments, or temporarily accepting smaller payments than scheduled. I am responsible for paying the interest that accrues on my loans during a forbearance. If I do not pay the interest that accrues on a FFEL or Direct Loan program loan during forbearance, it may be capitalized. Unpaid interest that accrues on a Perkins Loan Program loan during a forbearance is not capitalized.
- The **holder** of my FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the U.S. Department of Education (ED). The holder of my Direct Loan Program loan(s) is ED. The holder of my Perkins Loan Program loan(s) may be a school or ED.
- **Military operation** means a contingency operation as defined in 10 U.S.C. 101(a)(13). A contingency operation is a military operation that (1) is designated by the U.S. Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the U.S. or against an opposing military force; or (2) results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 686, 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. Chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress.
- **National emergency** means the national emergency by reason of certain terrorist attacks declared by the President on September 14, 2001, or subsequent national emergencies declared by the President by reason of terrorist attacks.
- Qualifying National Guard duty during a war or other operation or national emergency means training or other duty, other than inactive, performed by a member of the National Guard on full-time National Guard duty, as defined in 10 U.S.C. 101(d)(5), under a call to active service authorized by the President or the Secretary of Defense. The training or other duty must be performed for more than 30 consecutive days under 32 U.S.C. 502(f) in connection with a war, other military operation, or national emergency as declared by the President and supported by federal funds.
- **Serving on active duty during a war or other military operation or national emergency** means service by an individual who is (1) a Reserve of an Armed Force ordered to active duty under 10 U.S.C. 12301(a), 12301(g), 12302, 12304, or 12306; or (2) a retired member of an Armed Force ordered to active duty under 10 U.S.C. 688 for service in connection with a war or other military operation or national emergency, regardless of the location at which the active duty service is performed; or (3) any other member of an Armed Force on active duty in connection with the emergency or subsequent actions or conditions who has been assigned to a duty station at a location other than the location where the member is normally assigned.
- **Title IV loans** include loans made under the FFEL, Direct Loan, and Perkins Loan programs.

SECTION 7: ELIGIBILITY CRITERIA FOR MILITARY DEFERMENT

- A military deferment is available only for:
  - Federal Stafford Loans (both subsidized and unsubsidized), Federal PLUS Loans, Direct Subsidized Loans, Direct Unsubsidized Loans, Direct PLUS Loans, and Federal Perkins Loans, that were first disbursed on or after July 1, 2001; and
  - Federal Consolidation Loans and Direct Consolidation Loans, only if all of my Title IV loans included in the consolidation loan were first disbursed on or after July 1, 2001.
- I may defer repayment of my eligible loan(s) for a maximum of 3 years while I am:
  - Serving on active duty during a war or other military operation or national emergency. I must provide my loan holder with a copy of my military orders or a written statement from my commanding or personnel officer, or I must have my commanding or personnel officer certify Section 4 on this form; or
  - Performing qualifying National Guard duty during a war or other military operation or national emergency. I must provide my loan holder with a copy of my military orders or a written statement from my commanding or personnel officer, or I must have my commanding or personnel officer certify Section 4 on this form.
Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq., §451 et seq., and/or §461 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., and/or 20 U.S.C. 1087aa et seq.), and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan (FFEL) Program, William D. Ford Federal Direct Loan (Direct Loan) Program, and Federal Perkins Loan (Perkins) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program, Direct Loan Program, and/or Perkins Program, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0080. The time required to complete this information collection is estimated to average 0.5 hours (30 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education
Washington, DC 20202-4700

If you have questions regarding the status of your individual submission of this form, contact your loan holder (see Section 8).
SOLICITUD DE APLAZAMIENTO POR SERVICIO MILITAR
Programa Federal de Préstamos para la Familia / Programa Federal de Préstamos Directos William D. Ford / Programa Federal de Préstamos Perkins

Use este formulario únicamente para los préstamos del Programa Federal de Préstamos de Educación para la Familia, Programa Federal de Préstamos Directos William D. Ford, o el Programa Federal de Préstamos Perkins que se desembolsaran el 1° de julio de 2001, o después de esa fecha, y para los Préstamos Federales de Consolidación o Préstamos Directos de Consolidación solamente si todos los préstamos del Titulo IV incluidos en el Préstamo de Consolidación fueron desembolsados por primera vez el 1° de julio de 2001, o después de esa fecha.

ADVERTENCIA: Cualquier persona que a sabiendas proporcione información o declaraciones falsas en este formulario o en cualquier documento adjunto, estará sujeta a sanciones que pueden incluir multas, encarcelamiento o ambos, según el Código Penal de EE.UU. y 20 U.S.C. 1077.

SECCIÓN 1: IDENTIFICACIÓN DEL PRESTATARIO

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<tr>
<th>Apellido</th>
<th>Primer nombre</th>
<th>Inicial del segundo nombre</th>
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SECCIÓN 2: SOLICITUD DE APLAZAMIENTO

Lea detenidamente todo el formulario, incluidas las instrucciones y demás información que aparece en las Secciones 5, 6 y 7. Un representante puede llenar y firmar este formulario en su nombre si usted no lo puede hacer.

- Reúno todas las condiciones estipuladas en la Sección 7 de este aplazamiento y solicito que el titular de mi préstamo aplace los pagos de mis préstamos elegibles durante este formulario en su nombre si usted no lo puede hacer.
- Prestando servicio activo durante una guerra o cualquier otra operación militar o emergencia nacional, según lo definido en la Sección 6, o bien
- Prestando servicio habilitante para la Guardia Nacional durante una guerra o cualquier otra operación militar o emergencia nacional, según lo definido en la Sección 6.

SECCIÓN 3: COMPROMISO Y CERTIFICACIONES DEL PRESTATARIO

- Me consta que:
  (1) No tengo la obligación de efectuar pagos del capital del préstamo durante el período de aplazamiento. No me cobrarán intereses por mi(s) préstamo(s) con subsidio de los programas FFEL o Préstamos Directos ni por los préstamos del Programa de Préstamos Perkins durante mi período de aplazamiento. Sin embargo, me cobrarán intereses por mi(s) préstamo(s) sin subsidio de los programas FFEL y Préstamos Directos.
  (2) Tengo la opción de pagar los intereses por mi(s) préstamo(s) sin subsidio de los programas FFEL o Préstamos Directos durante mi periodo de aplazamiento.
  (3) El titular de mis préstamos podría-capitalizar los intereses que no pague durante el período de aplazamiento por mi(s) préstamo(s), sin subsidio de los programas FFEL o Préstamos Directos.
  (4) Mi aplazamiento comenzará en la fecha en que empiece a prestar servicios militares que me habilite para recibir el aplazamiento, según lo certificado por un oficial autorizado o documentado por mis órdenes militares.
  (5) Mi periodo de aplazamiento finalizará cuando ocurra lo primero de lo siguiente: (a) la fecha en que deje de prestar el servicio militar que me habilite para recibir el aplazamiento, (b) la fecha en que finalice mi servicio militar habilitante, según lo certificado por un oficial autorizado o documentado por mis órdenes militares, o (c) la fecha en que mi préstamo llegue a cumplir el periodo máximo de aplazamiento permitido por ley. El total del periodo de aplazamiento por servicio militar no podrá exceder los tres años para cualquier préstamo elegible.
  (6) Si el aplazamiento no abarca todos mis pagos vencidos, el titular del préstamo podría otorgarme indulgencia para todos los pagos que deba hacer antes de la fecha inicial de mi aplazamiento, o bien, si hubiera finalizado el periodo para el cual puedo recibir un aplazamiento, indulgencia para todos los pagos que deba hacer para la fecha en que se tramite mi solicitud de aplazamiento.
  (7) Durante el periodo de aplazamiento para los préstamos elegibles, podría solicitar indulgencia para mis otros préstamos de los programas FFEL, Préstamos Directos o Perkins que no sean elegibles para este aplazamiento.
  (8) El titular de mis préstamos podría-capitalizar los intereses por pagar que se acumulen durante el periodo de indemnización por algun préstamo del programa FFEL o Préstamo Directo, y ello incrementará el saldo principal del préstamo. Los intereses por pagar que se acumulen en un préstamo del Programa de Préstamos Perkins durante el periodo de indemnización no se capitalizarán.
  (9) El titular del préstamo podría otorgarme una indemnización de hasta 60 días por los préstamos que tenga de los Programas FFEL o Préstamos Directos, si fuera necesario, para el cobro y la tramitación de la documentación relacionada con mi solicitud de aplazamiento. Los intereses que se acumulen durante este periodo de indemnización no se capitalizarán.

- Certifico que: (1) la información que he proporcionado en la Sección 1 anterior es fidedigna y correcta. (2) voy a proporcionar documentación adicional al titular de mi préstamo, según sea necesario, para documentar que reúno los requisitos para recibir este aplazamiento. (3) notificaré al titular de mi préstamo de inmediato si dejo de prestar el tipo de servicio militar que me habilite a recibir este aplazamiento o si por algún otro motivo dejo de reúne los requisitos necesarios para que me otorguen este aplazamiento. (4) He leído, entiendo y reúno los requisitos necesarios para recibir este aplazamiento, según lo indicado en la Sección 2 y explicado en la Sección 7.

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<th>Firma del prestatario o del representante del prestatario</th>
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<th>Relación con el prestatario</th>
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<th>Dirección del representante del prestatario</th>
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SECCIÓN 4: CERTIFICACIÓN DEL FUNCIONARIO AUTORIZADO

Nota: En vez de llenar esta sección, se puede adjuntar una declaración expresa del comandante u oficial de personal, o bien una copia de la orden militar.

Certifico, según mi leal saber y entender, que el prestatario antes nombrado está/estuvo vinculado con el servicio que se describe en las Secciones 2, 6, y 7 que empezó/empiezó el [mes-día-aaaa] y termina/terminó el [mes-día-aaaa], y que el periodo que no excedan los tres años mientras me encuentro: (a) Prestando servicio activo durante una guerra o cualquier otra operación militar o emergencia nacional, según lo definido en la Sección 6, o bien (b) Prestando servicio habilitante para la Guardia Nacional durante una guerra o cualquier otra operación militar o emergencia nacional, según lo definido en la Sección 6.

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<th>Nombre de la Repartición Militar o Guardia Nacional</th>
<th>Ciudad, estado, cód.postal</th>
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<tr>
<th>Nombre/Cargo del Funcionario Autorizado</th>
<th>Firma del oficial autorizado</th>
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SECCIÓN 5: INSTRUCCIONES PARA LLENAR EL FORMULARIO

Escriba a máquina o en letra de molde usando tinta negra. Indique las fechas en el formato mes-día-año (mm-dd-aaaa). Use números solamente. Ejemplo: 1 de enero de 2008 = 01-01-2008. A efectos de determinar su elegibilidad, (1) un oficial autorizado tiene que llenar la sección 4, o bien (2) deberá adjuntar una copia de sus órdenes militares o una declaración escrita de su comandante u oficial de personal. Si necesita ayuda para llenar este formulario, comuníquese con el titular de su préstamo. Si solicita el aplazamiento para préstamos que tengan más de un titular, deberá presentar una solicitud separada de aplazamiento por cada uno de los titulares de préstamos.

Envíe el formulario completo y los documentos adjuntos a la dirección que se indica en la Sección 8.

SECCIÓN 6: DEFINICIONES

- **Por servicio activo** se entiende servicio a tiempo completo en alguna de las fuerzas militares activas de Estados Unidos según lo definido en 10 U.S.C. 101(d)(1), pero no incluye capacitación o asistencia a alguna escuela de la fuerza que sea.
- **El oficial certificante autorizado** es el comandante u oficial de personal.
- **Capitalización** es la suma de los intereses no pagados al saldo del capital del préstamo del préstamo del programa FFEL o de Préstamos Directos. Ello incrementa el capital y el costo total del préstamo.
- **Aplazamiento** es el periodo durante el cual tengo derecho a posponer temporalmente los pagos correspondientes al saldo del capital de mi(s) préstamo(s). No se cobran intereses durante un aplazamiento de préstamos con subsidio de los programas FFEL o de Préstamos Directos, o por los préstamos del Programa de Préstamos Perkins. Se cobran intereses durante un aplazamiento si se trata de préstamos sin subsidio de los programas FFEL y de Préstamos Directos.
- **El Programa Federal de Préstamos para Educación de la Familia (FFEL)** incluye los Préstamos Federales Stafford (con y sin subsidio), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.
- **El Programa Federal de Préstamos Directos William D. Ford (Préstamos Directos)** incluye los Préstamos Federales Directos Stafford/Ford (con subsidio), los Préstamos Federales Directos sin Subsidio Stafford/Ford (sin subsidio), los Préstamos Federales Directos PLUS (Directos PLUS) y los Préstamos Federales Directos de Consolidación (Directos de consolidación).
- **Indulgenza** es una suspensión temporal del pago, que permite una prórroga del plazo para efectuar los pagos, o bien un permiso temporal para efectuar pagos de menor cuantía que lo previamente acordado. Tengo la responsabilidad de pagar los intereses que se acumulan en mis préstamos durante el periodo de indulgencia. Si no pago los intereses que se acumulan en un programa FFEL o de Préstamos Directos durante el periodo de indulgencia, se podría capitalizarlos. Los intereses por pagar que se acumulen en un préstamo del Programa de Préstamos Directos durante el periodo de indulgencia no se capitalizan.
- **El titular de un préstamo del Programa FFEL** puede ser una entidad de préstamo o crédito, una agencia de garantía o el Departamento de Educación de EE.UU. El titular de mi(s) préstamo(s) del Programa de Préstamos Directos es el Departamento de Educación (el Departamento). El titular de mi(s) préstamos del Programa de Préstamos Perkins es una universidad o el Departamento.
- **Por operaciones militares** se entiende toda eventual operación según lo definido en 10 U.S.C. 101(a)(13). Por eventual operación se entiende una operación militar que (1) sea designada por el Secretario de Defensa de EE.UU. como una operación en la cual los miembros de las Fuerzas Armadas participan; o podrían llegar a participar, en actividades, operaciones u hostilidades militares contra un enemigo de EE.UU. o contra alguna fuerza militar opositora; o bien (2) provoque una convocatoria u orden dirigida a los miembros en actividad de las fuerzas armadas para que presten servicio activo según lo estipulado en 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, o 12406; 10 U.S.C. Capítulo 15; o en cualquier otra disposición legal durante una guerra o emergencia nacional declarada por el Presidente o Congreso.
- **Por emergencia nacional** se entiende la emergencia que es consecuencia de los atques terroristas declarada por el Presidente el 14 de septiembre de 2001, o las posteriores emergencias nacionales declaradas por el Presidente como consecuencia de ataques terroristas.
- **Por servicio habilitante en la Guarnición Nacional durante una guerra o alguna otra operación o emergencia nacional** se entiende el adiestramiento u otro tipo de servicio, que no sea pasivo, prestado por un miembro de la Guarnición Nacional como servicio a tiempo completo en la Guarnición Nacional, según lo definido en 10 U.S.C. 101(d)(5), en virtud de un llamado a prestar servicio activo autorizado por el Presidente o el Secretario de Defensa. El entrenamiento u otro tipo de servicio deberá realizarse durante más de 30 días consecutivos, según 32 U.S.C. 502(f), en relación con una guerra, alguna otra operación militar o emergencia nacional según fuera declarada por el Presidente y financiada con fondos federales.
- **Por prestar servicio activo durante una guerra u otra operación militar o emergencia nacional** se entiende todo servicio prestado por una persona que es (1) reservista de alguna de las Fuerzas Armadas que fuera convocado a prestar servicio activo según lo dispuesto en 10 U.S.C. 12301(a), 12301(g), 12302, 12304, ó 12306, o bien (2) algún retirado de las Fuerzas Armadas que haya recibido órdenes de prestar servicio activo según 10 U.S.C. 688 en relación con alguna guerra u otra operación militar o emergencia nacional, independientemente del lugar en el que tenga que prestar dicho servicio activo; o bien (3) cualquier otro miembro de las Fuerzas Armadas en actividad durante alguna emergencia o acciones o condiciones posteriores que haya sido designado a un destino de servicio que esté ubicado en algún lugar que no sea aquel donde esté normalmente asignado.
- **Los préstamos del Título IV** incluyen aquellos otorgados en virtud de los programas FFEL, Préstamos Directos y Préstamos Perkins.

SECCIÓN 7: CRITERIOS DE ELEGIBILIDAD PARA RECIBIR APLAZAMIENTO POR SERVICIO MILITAR

- **El aplazamiento por servicio militar está disponible únicamente para lo siguiente:**
  - Préstamos Federales Stafford (con y sin subsidio), Préstamos Federales PLUS, Préstamos Directos con Subsidio, Préstamos Directos sin Subsidio, Préstamos Directos PLUS y Préstamos Federales Permanentes, que fueron desembolsados el 1º de julio de 2001, o después de esa fecha, y
  - Préstamos Federales de Consolidación y Préstamos Directos de Consolidación, únicamente si todos los préstamos del Título IV incluidos en la consolidación fueron desembolsados el 1° de julio de 2001 o después de esa fecha.
- **Se puede aplazar el pago de los préstamos elegibles por un máximo de 3 años mientras el prestatario:**
  - Se encuentra prestando servicio activo durante una guerra o alguna otra operación militar o emergencia nacional. Es necesario presentar al titular del préstamo una copia de las órdenes militares o una declaración escrita del comandante u oficial de personal, o bien el comandante u oficial de personal tiene que certificar la Sección 4 de este formulario; o bien
  - Se encuentra prestando servicio activo habitante para la Guardia Nacional durante una guerra o alguna otra operación militar o emergencia nacional. Es necesario presentar al titular del préstamo una copia de las órdenes militares o una declaración escrita del comandante u oficial de personal, o bien el comandante u oficial de personal tiene que certificar la Sección 4 de este formulario.
Información de la Ley de Privacidad. La Ley de Privacidad de 1974 (5 U.S.C. 552a) exige que le proporcionemos la siguiente información:


El objeto principal de obtener la información que se solicita en este formulario, incluso su SSN, es verificar su identidad, determinar si reúne los requisitos para recibir un préstamo o algún beneficio de un préstamo (como, por ejemplo, aplazamiento, indulgencia de pago, cancelación o perdón) en virtud de los Programas FFEL, Préstamos Directos (Direct Loans) y/o Préstamos Perkins, para permitir el servicio de su(s) préstamo(s) y, en caso de ser necesario, ubicarlo y cobrar y reportar su(s) préstamo(s) si estuvieran en mora o incumplimiento de pago. Además, usamos su SSN para identificar la cuenta y poder tener acceso electrónico a la información de la cuenta.

La información de su expediente podría ser divulgada a terceros, en forma individual o en virtud de algún programa de computación de uso común, según fuere autorizado en los usos de rutina de los sistemas de registros correspondientes. Los usos de rutina de esta información incluyen, entre otros, su divulgación a agencias federales, estatales o locales, a terceros o particulares tales como parientes, empleadores actuales y anteriores, colegas profesionales y personales, agencias de antecedentes crediticios del consumidor, instituciones financieras y educativas, así como agencias de garantías, a efectos de verificar su identidad, determinar su elegibilidad para recibir un préstamo o un beneficio para el préstamo, posibilitar la prestación de servicios o el cobro de su(s) préstamo(s), cumplimentar los términos del (de los) préstamo(s), investigar posibles fraudes y verificar su conformidad con la reglamentación de los programas federales de ayuda económica para estudiantes, o para ubicarlo si se atrasa o deja de pagar su(s) préstamo(s). Para proporcionar información de los cálculos del porcentaje de incumplimiento de pago, se podría dar a conocer datos a las agencias de garantía, instituciones financieras y educativas, o a las agencias estatales. Para proporcionar información de antecedentes de asistencia financiera, se podría brindar datos a las instituciones educativas. Para asistir a los administradores del programa con el seguimiento de los reembolsos y las cancelaciones, se podría brindar información a las agencias de garantía, instituciones financieras y educativas, o a las agencias federales o estatales. Para brindar un método estándar para que las instituciones educativas puedan informar eficazmente el estado de matriculación de sus alumnos, se podría brindar información a las agencias de garantía o a las instituciones financieras y educativas. Para brindarle asistencia en el pago del (de los) préstamos, se podría proporcionar información a las agencias de garantía, instituciones financieras y educativas, o a las agencias estatales.

Si participamos en algún litigio, podríamos enviar información al Departamento de Justicia, a un tribunal, a un órgano judicial, asesor jurídico, tercero o testigo si esa información está relacionada y es necesaria para el litigio. Si esta información, por sí misma o en combinación con otra información, indicase una posible violación de la ley, podríamos enviarla a la autoridad correspondiente para considerar una acción judicial. Podríamos enviar información a los miembros del Congreso si usted le solicita que lo asistan con aspectos relativos a la ayuda federal para estudiantes. En circunstancias relacionadas con reclamos, quejas o medidas disciplinarias relacionadas con empleos, podríamos divulgar información relacionada para adjudicar o investigar el asunto. Si lo dispusiera un contrato colectivo de trabajo, podríamos divulgar la información a una organización laboral reconocida en virtud de lo dispuesto en 5 U.S.C. Capítulo 71. Se podría dar a conocer esta información a nuestros contratistas a efectos de llevar a cabo alguna función programática que exija la divulgación de la información que obre en nuestros registros. Antes de efectuar alguna divulgación de información, exigiremos al contratista que respete las protecciones garantizadas por la Ley de Privacidad. También podríamos divulgar información a investigadores calificados en virtud de lo dispuesto en la Ley de Privacidad.

**Aviso sobre la Ley de Reducción del Papeleo.** De acuerdo con la Ley de Reducción del Papeleo de 1995, ninguna persona está obligada a responder a una solicitud de información a menos que la misma tenga un número de control de OMB que esté vigente. El número de control válido de OMB para esta solicitud de información es el 1845-0080. El tiempo necesario para llenar esta solicitud de información se estima en un promedio de 0,5 hora (30 minutos) por respuesta, incluyendo el tiempo para leer las instrucciones, buscar recursos de información existente, reunir y mantener los datos necesarios y llenar y revisar la solicitud de información. **Si tiene algún comentario con relación a la precisión de la estimación del tiempo o sugerencias para mejorar este formulario, escriba:**

U.S. Department of Education
Washington, DC  20202-4700

Si tiene algún comentario o inquietud en relación al estado de su presentación particular de este formulario, comuníquese con el titular de su(s) préstamo(s) (ver Sección 8).
PARENTAL LEAVE / WORKING MOTHER DEFERMENT REQUEST
Federal Family Education Loan Program
Use this form only if you have an outstanding balance on a Federal Family Education Loan Program loan that was made before July 1, 1993, or had a balance on a loan that was made before July 1, 1993, at the time you obtained a loan disbursed on or after July 1, 1993.

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION
Please enter or correct the following information.
SSN |__|__|__|-|__|__|-|__|__|__|__|
Name __________________________________________________________________________
Address _______________________________________________________________________
City, State, Zip Code _____________________________________________________________
Telephone - Home (         ) _______________________________________________________________________
Telephone - Other (         ) _______________________________________________________________________
E-mail Address (Optional) _______________________________________________________________________

SECTION 2: DEFERMENT REQUEST
Before answering any questions, carefully read the entire form, including the instructions and other information in Sections 5, 6, and 7.

☐ I meet the qualifications stated in Section 7 for the deferment checked below and request that my loan holder defer repayment of my loan(s) beginning ______________ while I am (check one):

☐ On PARENTAL LEAVE.

NOTE: For a Parental Leave Deferment, the beginning deferment date listed above must be within 6 months of the date you were last enrolled in school at least half time. Federal PLUS Loans and Federal Consolidation Loans are not eligible for Parental Leave Deferments.

☐ A WORKING MOTHER.

NOTE: Federal PLUS Loans and Federal Consolidation Loans are not eligible for Working Mother Deferments.

SECTION 3: BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

☐ I understand that:

(1) I am not required to make payments of loan principal during my deferment. Interest will not be charged on my subsidized loan(s) during my deferment. However, interest will be charged on my unsubsidized loan(s).

(2) I have the option of paying the interest that accrues on my unsubsidized loan(s) during my deferment.

(3) I may choose to make interest payments by checking the box below. My loan holder may capitalize interest that I do not pay during the deferment period.

☐ I wish to make interest payments on my unsubsidized loan(s) during my deferment.

(4) My deferment will begin on the date the condition that qualifies me for the deferment began.

(5) For the Parental Leave Deferment, the date that I was last enrolled at least half time must be certified by the authorized official who completes Section 4 of this form.

(6) My deferment will end on the earlier of the date that the condition that establishes my deferment eligibility ends or the date on which I reach the maximum period of deferment under the law.

(7) If my deferment does not cover all my past due payments, my loan holder may grant me a forbearance for all payments due before the begin date of my deferment or—if the period for which I am eligible for a deferment has ended—a forbearance for all payments due at the time my deferment request is processed.

(8) If I am applying for a Parental Leave Deferment and am in my grace period, I agree to waive up to one month of my grace period so that my deferment begins within 6 months of the date I was last enrolled in school at least half time.

(9) My loan holder may grant me a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my deferment request. Interest that accrues during the forbearance will not be capitalized.

☐ I certify that: (1) The information I provided in Sections 1 and 2 above is true and correct. (2) I will provide additional documentation to my loan holder, as required, to support my deferment status. (3) I will notify my loan holder immediately when the condition(s) that qualified me for the deferment ends. (4) I have read, understand, and meet the eligibility criteria of the deferment for which I have applied, as explained in Section 7.

☐ I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower’s Signature __________________________________________ Date ______________

SECTION 4: AUTHORIZED OFFICIAL’S CERTIFICATION
Required for Parental Leave Deferments only.

I certify, to the best of my knowledge and belief, that the borrower named above was last enrolled at least half time on: ______________.

Name of Institution __________________________ OPE-ID __________________________
Address _______________________________________________________________________
City, State, Zip Code _____________________________________________________________
Telephone (       ) _______________________________________________________________________

Name/Title of Authorized Official __________________________ Telephone (       ) _______________________________________________________________________

Authorized Official’s Signature __________________________________________ Date ______________
SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Report dates as month-day-year (MM-DD-YYYY). For example, ‘January 31, 2009’ = ‘01-31-2009’. If you are applying for a Parental Leave Deferment, an authorized official must complete Section 4. If you need help completing this form, contact your loan holder.

Return the completed form and any required documentation to the address shown in Section 8.

SECTION 6: DEFINITIONS

- An authorized certifying official for the Parental Leave Deferment is an authorized official from the school where I was enrolled at least half time within the 6-month period preceding this deferment.
- Capitalization is the addition of unpaid interest to the principal balance of my loan. The principal balance of a loan increases when payments are postponed during periods of deferment or forbearance and unpaid interest is capitalized. As a result, more interest may accrue over the life of the loan, the monthly payment amount may be higher, or more payments may be required. The chart below provides estimates, for a $15,000 unsubsidized loan balance at a 9% interest rate, of the monthly payments due following a 12-month deferment. It compares the effects of paying the interest as it accrues, capitalizing the interest at the end of the deferment, and capitalizing interest quarterly and at the end of the deferment. My actual loan interest cost will depend on my interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about $18 and saves about $72 over the lifetime of the loan, as depicted in the chart below.

<table>
<thead>
<tr>
<th></th>
<th>Amount Repaid</th>
<th>Principal to Be Repaid</th>
<th>Monthly Payment</th>
<th>Number of Payments</th>
<th>Total Amount Repaid</th>
<th>Total Interest Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest is paid</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Interest is capitalized at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Interest is capitalized quarterly during deferment and at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

*Total amount repaid includes $1,350 of interest paid during the 12-month period of deferment.

- A deferment is a period during which I am entitled to postpone repayment of the principal balance of my loan(s). The federal government pays the interest that accrues during an eligible deferment for all subsidized Federal Stafford Loans and for Federal Consolidation Loans for which the Consolidation Loan application was received by my loan holder (1) on or after January 1, 1993, but before August 10, 1993, (2) on or after August 10, 1993, if it includes only Federal Stafford Loans that were eligible for federal interest subsidy, or (3) on or after November 13, 1997, for that portion of the Consolidation Loan that paid a subsidized FFEL Program loan or a subsidized Federal Direct Loan. I am responsible for the interest that accrues during this period on all other FFEL Program loans.


- Forbearance means permitting the temporary cessation of payments, allowing an extension of time for making payments, or temporarily accepting smaller payments than previously scheduled. I am responsible for the interest that accrues on my loan(s) during a forbearance. If I do not pay the interest that accrues, the interest may be capitalized.

- Full-time employment is defined as working at least 30 hours per week in a position expected to last at least three months.

- The holder of my FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the U.S. Department of Education.

SECTION 7: ELIGIBILITY CRITERIA FOR PARENTAL LEAVE / WORKING MOTHER DEFERMENT REQUEST

To qualify for a Parental Leave / Working Mother Deferment:

- I must have an outstanding balance on at least one FFEL Program loan which was made before July 1, 1993, or I must have had a balance on a loan that was made before July 1, 1993, at the time I obtained any loan disbursed on or after July 1, 1993.

- I am not eligible for the Parental Leave or Working Mother Deferments on my Federal PLUS Loan(s) or Federal Consolidation Loan(s).

- I am eligible for the Working Mother Deferment only if I am a Federal Stafford or SLS loan borrower whose first FFEL Program loan was made on or after July 1, 1987 and before July 1, 1993.

- I may defer repayment of my loan(s) while I am:

  - On PARENTAL LEAVE. (Maximum eligibility is 6 months per occurrence.) To qualify:
    (1) I must:
      (a) be pregnant, caring for my newborn child (a child less than 6 months of age), or caring for my newly adopted child;
      (b) not be working full time or attending school during the deferment period; and
      (c) have been enrolled in school at least half time within the 6-month period preceding this deferment (an authorized school must certify my enrollment in Section 4).
    (2) I must provide my loan holder with:
      (a) a statement from my physician documenting my pregnancy, if I am requesting this deferment due to my pregnancy; or
      (b) a copy of my newborn child’s birth certificate; or
      (c) a statement from the adoption agency documenting my newly adopted child’s placement and the placement date.

  - A WORKING MOTHER. (Maximum eligibility is 12 months.) To qualify:
    (1) I must:
      (a) have entered or reentered the workforce within one year preceding this deferment;
      (b) be working full time in a position earning not more than $1 per hour above the federal minimum wage; and
      (c) be the mother of a preschool-age child who has not yet enrolled in the first grade or a higher grade in elementary school.
    (2) I must provide my loan holder with documentation of:
      (a) my rate of pay, such as a pay stub; and
      (b) the age of my preschool-age child, such as a birth certificate.
SECTION 8: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed deferment request and any required documentation to:
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:
(If no telephone number is shown, call your loan holder.)

SECTION 9: IMPORTANT NOTICES

Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0005. The time required to complete this information collection is estimated to average 0.16 hours (10 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education, Washington, DC 20202-4537

If you have questions regarding the status of your individual submission of this form, write directly to the address shown in Section 8.
SOLICITUD DE APLAZAMIENTO DE PAGO: PERMISO POR MATERNIDAD O PATERNIDAD / MADRES QUE TRABAJAN

Federal Family Education Loan Program™

Sólo utilice el presente formulario si tiene un saldo pendiente de pago en algún préstamo hecho mediante el programa de préstamos educativos Federal Family Education Loan Program (FFEL®) antes del 1 de julio de 1993, o si tenía, en el momento de obtener un préstamo que se desembolsó el 1 de julio de 1993 o posterior, un saldo pendiente de pago en algún préstamo hecho antes del 1 de julio de 1993.

AVISO: El que a sabiendas haga declaraciones falsas o engañosas en el presente formulario, o en cualquier documento adjunto al mismo, quedará sujeto a sanciones, las cuales pueden incluir las multas, el encarcelamiento o ambas penas, de conformidad con el Código Penal de EE.UU. y con la Sección 1097 del Título 20 del Código de Estados Unidos.

SECCIÓN 1: DATOS PERSONALES DEL PRESTATARIO

Favor de introducir o corregir la siguiente información:

N.° de Seguro Social ______-____-____
Nombre y apellido ____________________________
Dirección ________________________________
Ciudad, estado, código postal ____________
Teléfono (domicilio) ( )
Teléfono (alternativo) ( )
Correo electrónico (opcional) __________________

SECCIÓN 2: SOLICITUD DE APLAZAMIENTO DE PAGO

Antes de responder a las preguntas, lea todo el formulario detenidamente, incluyendo las indicaciones y otra información que se hallan en las Secciones 5, 6 y 7.

☐ Cumplo con los requisitos, estipulados en la Sección 7, para acogerme al aplazamiento de pago por el motivo indicado abajo, y solicito que mi acreedor aplaque el pago de mis préstamos a partir del ______-____-____ - ______-____-____ y mientras (marque una de las casillas siguientes):
   (1) Tengo PERMISO POR PATERNIDAD O MATERNIDAD.
      NOTA: A efectos del aplazamiento de pago por razones de tener permiso por maternidad o paternidad, no deberán haber transcurrido más de seis meses entre la última fecha en que el solicitante estuvo matriculado para estudiar con una dedicación mínima de medio tiempo y la fecha de inicio del aplazamiento indicada arriba. Los que hayan obtenido Préstamos Federales PLUS o Préstamos Federales de Consolidación no pueden acogerse al aplazamiento de pago basándose en un permiso por maternidad o paternidad.
   (2) Soy MADRE QUE TRABAJA.
      NOTA: Las que hayan obtenido Préstamos Federales PLUS o Préstamos Federales de Consolidación no pueden acogerse al aplazamiento de pago por razones de ser madre que trabaja.

☐ Entiendo lo siguiente:

(1) No tengo obligación de efectuar pagos al capital del préstamo durante la vigencia del aplazamiento de pago. Durante este período, no se me cobrarán los intereses producidos por mis préstamos que tengan subsidio del interés. Sin embargo, se me cobrarán los intereses producidos por mis préstamos que no tengan subsidio del interés.

(2) Tengo la opción de pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.

(3) Puedo optar por pagar el interés, marcando la casilla de abajo. Mi acreedor podrá capitalizar los intereses que no se paguen durante el período de aplazamiento.

☐ Deseo pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.

(4) El aplazamiento de pago entrará en vigor en la fecha de inicio de la condición que justificó el otorgamiento de tal beneficio.

(5) Para efectos de mi solicitud de aplazamiento de pago por razones de tener permiso por maternidad o paternidad, el funcionario o empleado autorizado que llee la Sección 4 del presente formulario deberá certificar la última fecha en que estuvo matriculado para estudiar con una dedicación mínima de medio tiempo.

(6) El aplazamiento de pago vencerá en la primera de las dos fechas siguientes: la fecha en que termine la condición que justificó el otorgamiento de tal beneficio o la fecha en que se agote el período máximo de aplazamiento permitido por ley.

(7) Si el aplazamiento de pago no abarca todas las cuotas atrasadas, mi acreedor puede concederme un periodo de indulgencia de morosidad que abarque las que hayan vencido antes de la fecha de entrada en vigor del aplazamiento. En caso de que haya terminado el periodo de vigencia del aplazamiento, mi acreedor puede otorgarme un periodo de indulgencia que abarque toda cuota que haya vencido hasta la fecha de tramitación de la presente solicitud.

(8) Si, al solicitar el aplazamiento de pago por razones de tener permiso por maternidad o paternidad, mis préstamos gozan de un periodo de gracia, acepto renunciar hasta un máximo de un mes de este periodo, a fin de que el aplazamiento entre en vigor dentro de los seis meses posteriores a la última fecha en que estuve matriculado para estudiar con una dedicación mínima de medio tiempo.

(9) Mi acreedor puede concederme, según sea necesario, un periodo de indulgencia de morosidad por una duración máxima de 60 días, por motivo de la recopilación y tramitación de los documentos relativos a mi solicitud de aplazamiento de pago. No se capitalizarán los intereses producidos durante el plazo de vigencia de este tipo de indulgencia.

CERTIFICADO (1) que la información que proporcioné en las Secciones 1 y 2, arriba, es correcta y verídica. (2) que aportaré documentación complementaria a mi acreedor, según sea necesario, que acredite las circunstancias en cuya virtud me acogí al aplazamiento de pago; (3) que avisaré a mi acreedor, de forma inmediata, una vez que hayan terminado las condiciones que justificaron el aplazamiento de pago, y (4) que he leído, entendido y cumplido los requisitos y condiciones cuya satisfacción es necesaria para la concesión del aplazamiento de pago por los motivos señalados en el presente formulario de solicitud, según lo expuesto en la Sección 7.

AUTORIZO a la institución educativa, al acreedor, al garante, al Departamento y a sus respectivos agentes y contratistas a comunicarse conmigo respecto a mis préstamos, incluido el pago de los mismos, al número actual o futuro (si lo proporciono) de mi teléfono móvil u otro dispositivo inalámbrico, por medio de sistemas de marcado automático, mensajes de texto o mensajes de voz artificial o grabados.

Firma del prestatario ____________________________ Fecha ____________________________

Página 1 de 4
SECCIÓN 4: CERTIFICACIÓN DEL FUNCIONARIO O EMPLEADO AUTORIZADO

La certificación siguiente es obligatoria sólo para los que soliciten el aplazamiento de pago por razones de tener permiso por maternidad o paternidad.

Certifico que, según mi leal saber y entender, la última fecha en que el prestatario arriba indicado estuvo matriculado para estudiar con una dedicación mínima de medio tiempo fue el: __________, __________, __________.

Nombre de la institución: ____________________________
OPE-ID: ____________________________

Dirección: ____________________________
Ciudad, estado, código postal: ____________________________

Nombre, apellido y puesto del funcionario o empleado autorizado: ____________________________
Teléfono: ____________________________

Firma del funcionario o empleado autorizado: ____________________________
Fecha: ____________________________

SECCIÓN 5: INSTRUCCIONES PARA LLENAR EL FORMULARIO

Escriba sus respuestas a máquina o con letra de molde y tinta oscura. Escriba las fechas en el formato mes-día-año (MM-DD-AAAA). Por ejemplo, «31 de enero de 2009» equivale a «01-31-2009». Si solicita el aplazamiento de pago por razones de tener permiso por maternidad o paternidad, un funcionario o empleado autorizado deberá rellenar la Sección 4. Si usted necesita ayuda para llenar el presente formulario, comuníquese con su acreedor.

Remita el formulario con los datos completos, y cualquier documentación solicitada, a la dirección indicada en la Sección 8.

SECCIÓN 6: DEFINICIONES

- El acreedor de mis préstamos del Programa FFEL puede ser una entidad prestamista, garante o financiera (del mercado secundario), o el Departamento de Educación de EE.UU.

- El aplazamiento de pago consiste en un periodo durante el cual tengo derecho a posponer el pago del capital de mis préstamos. El Departamento de Educación de EE.UU. sufraga los intereses producidos durante el aplazamiento de pago debidamente tramitado, todo Préstamo Federal Stafford con subsidio del interés y todo Préstamo Federal de Consolidación cuya solicitud llegó a mi acreedor (1) el 1 de enero de 1993 o posterior pero antes del 10 de agosto de 1993, (2) el 10 de agosto de 1993 o posterior, siempre que la solicitud incluyera sólo los Préstamos Federales Stafford que gozaban del subsidio federal del interés, o (3) el 13 de noviembre de 1997 o posterior, cuando se trate de la porción del préstamo de consolidación con la que se liquidó un préstamo educativo con subsidio del interés obtenido del Programa FFEL o del Direct Loan Program(2). Tengo la responsabilidad de pagar los intereses producidos durante este período por cualquier otro préstamo hecho al amparo del Programa FFEL.

- La capitalización consiste en añadir los intereses pendientes de pago al saldo de capital del préstamo. El saldo de capital del préstamo aumenta cuando se postergan los pagos, durante los periodos de aplazamiento de pago o de indulgencia de morosidad, y se capitalizan los intereses. Como resultado de esto, puede que se produzcan más intereses durante la vigencia del préstamo, que se aumente la cantidad de la cuota mensual o que se incremente el número de los pagos. En el cuadro siguiente, se presentan cálculos aproximados de las cuotas mensuales de un préstamo sin subsidio del interés, hecho por un monto de $15,000 y con una tasa de 9 por ciento, después de un periodo de aplazamiento de pago de 12 meses de duración. Se comparan los efectos de las diferentes maneras de tratar los intereses del préstamo: pagarlos a medida que se van produciendo, capitalizarlos al final del periodo de aplazamiento de pago y capitalizarlos trimestralmente y al final del periodo de aplazamiento de pago. El costo efectivo de los intereses de mi préstamo dependerá de la tasa de interés, de la duración del aplazamiento de pago y de la frecuencia de capitalización de los intereses. Como se puede apreciar en el cuadro, si los intereses se van pagando durante el periodo de aplazamiento de pago, la cuota mensual se rebaja en unos $18 y se ahorrarán casi $772 durante la vigencia del préstamo.

<table>
<thead>
<tr>
<th>Tratamiento de los intereses producidos durante el aplazamiento de pago</th>
<th>Cantidad del préstamo</th>
<th>Intereses capitalizados (12 meses)</th>
<th>Capital a pagar</th>
<th>Cuota mensual</th>
<th>Número de cuotas</th>
<th>Total pagado</th>
<th>Total pagado en intereses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pagar los intereses durante el aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64*</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Capitalizar los intereses al final del aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Capitalizar los intereses cada trimestre durante el aplazamiento de pago y al final del mismo</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

* El total pagado incluye los $1,350 de intereses pagados durante los 12 meses del aplazamiento de pago.

- Empleo a tiempo completo se define como el trabajarse por lo menos 30 horas semanales en una plaza que se prevé que dure como mínimo tres meses.

- El Federal Family Education Loan Program (Programa FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio del interés), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.

- El funcionario o empleado autorizado para certificar los datos consignados, para efectos de la solicitud de aplazamiento de pago por razones de tener permiso por maternidad o paternidad, consiste en un funcionario o empleado autorizado de la institución educativa en la que estuve matriculado para estudiar con una dedicación mínima de medio tiempo durante los seis meses anteriores a la entrada en vigor del aplazamiento de pago.

- Indulgencia de morosidad se refiere a la suspensión temporal de las cuotas del préstamo, a la prolongación del plazo de vencimiento de las cuotas o a la reducción temporal de la cantidad programada de las cuotas. Tengo la responsabilidad de pagar los intereses producidos por mis préstamos durante el periodo de indulgencia de morosidad. Si no pago los intereses, éstos pueden capitalizarse.
Para poder acogerme al aplazamiento de pago por estos motivos, debo cumplir con lo siguiente:

- Debo tener un saldo pendiente de pago en algún préstamo hecho mediante el programa de préstamos educativos Federal Family Education Loan Program (Programa FFEL) antes del 1 de julio de 1993, o haber tenido, en el momento de obtener un préstamo que se desembolsó el 1 de julio de 1993 o posterior, un saldo pendiente en algún préstamo hecho antes del 1 de julio de 1993.
- No puedo acogerme al aplazamiento de pago de mis Préstamos Federales PLUS o Préstamos Federales de Consolidación por razones de tener permiso por maternidad o paternidad, o de ser madre que trabaja.
- Puedo acogerme al aplazamiento de pago por razones de ser madre que trabaja, siempre que haya obtenido Préstamos Federales Stafford o Préstamos SLS y que se haya hecho el primero de mis préstamos del Programa FFEL el 1 de julio de 1987 o posterior y antes del 1 de julio de 1993.

Puedo acogerme al aplazamiento del pago de mis préstamos mientras:

- Tengo PERMISO POR MATERNIDAD O PATERNIDAD. (Maximum eligibility is 6 months per occurrence.) Para poder acogerme al aplazamiento de pago por este motivo, debe cumplirse lo siguiente:
  (1) Debo:
    (a) estar embarazada o tener a mi cuidado a mi hijo o hija recién nacido (es decir, con menos de seis meses de edad) o recién adoptado;
    (b) abstenerme de trabajar a tiempo completo y de estudiar durante el período del aplazamiento de pago, y
    (c) haber estado matriculado para estudiar, con una dedicación mínima de medio tiempo, en algún momento durante los últimos seis meses anteriores al aplazamiento de pago (un funcionario o empleado autorizado deberá certificar, en la Sección 4, la última fecha de estar yo matriculado y mi dedicación de estudio).
  (2) Debo aportar a mi acreedor cualquiera de los documentos siguientes:
    (a) constancia, emitida por mi médico, de mi embarazo, en caso de solicitar el aplazamiento de pago a base del mismo;
    (b) copia de la partida de nacimiento de mi hijo o hija recién nacido o
    (c) constancia, emitida por el servicio de adopciones correspondiente, de la colocación en mi familia de mi hijo o hija adoptivo y la fecha de la misma.
- Soy MADRE QUE TRABAJA. (El período máximo de aplazamiento es de 12 meses.) Para poder acogerme al aplazamiento de pago por este motivo, debe cumplirse lo siguiente:
  (1) Debo:
    (a) trabajar actualmente o haber vuelto a trabajar durante los últimos 12 meses anteriores al aplazamiento de pago que solicito por medio del presente formulario,
    (b) trabajar a tiempo completo en un puesto cuyo salario no supere en más de un dólar por hora al salario mínimo federal y
    (c) ser madre de un niño de edad preescolar que todavía no cursa el primer grado o superior en una escuela de enseñanza primaria.
  (2) Debo aportar a mi acreedor la siguiente documentación:
    (a) constancia de mi salario (p. ej., talón de pago) y
    (b) constancia de la edad de mi hijo o hija preescolar (p. ej., partida de nacimiento).
SECCIÓN 8: DÓNDE ENVIAR EL FORMULARIO CON LOS DATOS COMPLETOS

Envíe el formulario con los datos completos, y cualquier otra documentación necesaria, a la siguiente dirección:
(De no indicarse ninguna dirección, remita el formulario a su acreedor.)

Si necesita ayuda para llenar el formulario, llame al siguiente número:
(De no indicarse ningún número de teléfono, llame a su acreedor.)

SECCIÓN 9: AVISOS IMPORTANTES

Aviso sobre la Ley de Confidencialidad de Información

En virtud de la Ley de Confidencialidad de Información de 1974 (Sección 552a del Título 5 del Código de Estados Unidos), es obligatorio poner a disposición del solicitante el siguiente aviso:

La autoridad para reunir la información solicitada por medio del presente formulario deriva de la Sección 421 y siguientes de la Ley de Educación Superior de 1965, según enmendada (Sección 1071 y siguientes del Título 20 del Código de Estados Unidos). La autoridad para solicitar y utilizar el número de Seguro Social del solicitante deriva de la Sección 484(a)(4) de la Ley de Educación Superior (Sección 1091(a)(4) del Título 20 del Código de Estados Unidos) y de la Sección 7701(b) del Título 30 del Código de Estados Unidos. Si bien tienen carácter voluntario tanto la participación en el Federal Family Education Loan Program (Programa FFEL) como el proporcionar el número de Seguro Social, el solicitante deberá facilitar la información solicitada, incluido el número de Seguro Social, para poder participar en el Programa.

En virtud de la Ley de Confidencialidad de Información de 1974 (Sección 552a del Título 5 del Código de Estados Unidos), es obligatorio poner a disposición del solicitante el siguiente aviso:

La reunión de la información solicitada en el presente formulario (incluido el número de Seguro Social) se realiza con los siguientes fines principales: verificar la identidad del solicitante; determinar el otorgamiento, al amparo del Programa FFEL, de préstamos nuevos o de beneficios en materia del pago de préstamos existentes (como por ejemplo, el aplazamiento de pago, la indulgencia de morosidad, y la anulación o condonación de deudas); administrar los préstamos del solicitante, y, en caso de mora o incumplimiento de pago, localizarlo, exigirle el pago de la deuda e informar a las entidades competentes la condición de los préstamos. También hacemos uso del número de Seguro Social como identificador de la cuenta de préstamos del solicitante y para permitir a éste acceder electrónicamente a los datos relativos a la misma.

Al amparo de una cláusula, debidamente publicada en el sistema de registro de datos correspondiente, relativa al uso normal de la información recogida, los datos que se encuentran en el expediente del solicitante se pueden poner a disposición de terceras entidades, ya sea según las circunstancias particulares del caso o en cumplimiento de un programa de cotejo electrónico de datos. Tratándose del presente formulario, el uso normal de esta información incluye, sin carácter limitativo, la cesión de los datos a ciertas partes, señaladas abajo, a fin de hacer lo siguiente: verificar la identidad del solicitante; determinar el otorgamiento de préstamos nuevos o de beneficios en materia del pago de préstamos existentes; permitir la administración o cobro de los préstamos; hacer cumplir los términos y condiciones de los préstamos; investigar la posible comisión de fraude y verificar el cumplimiento de las normas que rigen los programas federales de ayuda económica para los estudios superiores o localizar al solicitante en caso de mora o incumplimiento de pago. Las siguientes son las partes a las que podemos destinar la información reunida: organismos federales, estatales y locales; particulares que tienen alguna relación con el solicitante, tales como familiares, empleadores actuales y pasados, socios comerciales y personales; agencias de informes crediticios; instituciones educativas y financieras, y garantes. Para informar sobre los cálculos del índice de incumplimiento de pago, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos estatales. Para facilitar el historial de ayuda económica del solicitante, podemos ceder los datos a instituciones educativas. Para ayudar a los administradores del programa a llevar un control sobre la devolución de fondos de préstamo y la anulación de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos federales o estatales. Para establecer un método estandarizado según el cual instituciones educativas puedan informar de forma eficiente sobre la dedicación de estudio del solicitante, podemos ceder los datos a garantes o a instituciones financieras y educativas. Para dar orientación al solicitante en materia del pago de préstamos, podemos ceder el datos a garantes, a instituciones financieras y educativas, o a organismos federales, estatales o locales.

En caso de litigio, podemos enviar los datos del solicitante al Departamento de Justicia, o al tribunal, entidad jurídica, abogado, parte o testigo correspondientes, cuando dicha cesión se considere procedente y necesaria para la solución del mismo. Si estos datos, ya sean por separado o en conjunto con otra información, indican una posible violación de la ley, podemos enviarlos a las autoridades competentes, para que se tomen las medidas pertinentes. Podemos enviar la información a congresistas en caso que usted les pida ayuda con algún problema relacionado con los programas federales de asistencia estudiantil. En caso de denuncias, quejas o medidas disciplinarias en materia de empleo, podemos ceder los datos a las entidades competentes, a fin de facilitar la adjudicación o investigación de las mismas. Si así se dispone en una convención colectiva de trabajo, podemos ceder los datos a los sindicatos debidamente reconocidos al amparo del Capítulo 73 del Título 5 del Código de Estados Unidos. Podemos poner los datos a disposición de nuestros contratistas si los necesitan para realizar funciones relacionadas con los programas en referencia. Antes de hacerlo, requerimos que el contratista ponga en práctica las medidas de protección necesarias para cumplir con la Ley de Confidencialidad de Información. Los datos también pueden cederse, de conformidad con las protecciones previstas en la Ley de Confidencialidad de Información, a aquellos investigadores que reúnan los requisitos correspondientes.

Aviso sobre la Ley de Reducción de Trámites

Según lo dispuesto en la Ley de Reducción de Trámites de 1995, ninguna persona estará en la obligación de responder a un instrumento de recolección de datos que no exhiba un número de control vigente emitido por la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). Para efectos del presente formulario, dicho número es 1845-0005. Se calcula que se necesitan, como promedio, 0,16 horas (10 minutos) por respuesta, incluido el tiempo para leer las instrucciones, buscar la información en los documentos correspondientes, reunir los datos necesarios, consignarlos en el formulario y revisarlos. Si usted tiene algún comentario sobre la exactitud de estos cálculos, o alguna sugerencia sobre cómo mejorar el presente formulario, escriba a la siguiente dirección:

U.S. Department of Education, Washington, DC 20202-4537

Si tiene preguntas sobre el estado de tramitación de su formulario, escriba a la dirección indicada en la Sección 8.
PARENT PLUS BORROWER DEFERMENT REQUEST

Federal Family Education Loan Program

Use this form if you are a parent borrower with a Federal PLUS Loan that was first disbursed on or after July 1, 2008, or if you have an outstanding balance on a Federal Family Education Loan Program loan that was made before July 1, 1993, or had a balance on a loan that was made before July 1, 1993, at the time you obtained a loan disbursed on or after July 1, 1993.

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN [_______-____-____]
Name ___________________________
Address _________________________
City, State, Zip Code ____________
Telephone - Home (____) __________
Telephone - Other (____) __________
E-mail Address (Optional) __________

SECTION 2: DEFERMENT REQUEST

Before answering any questions, carefully read the entire form, including the instructions and other information in Sections 5, 6, and 7.

- I meet the qualifications stated in Section 7 for this deferment and request that my loan holder defer repayment of my loan(s) while the student (named below) for whom I borrowed a PLUS loan is (check one):
  - [ ] Enrolled at least half time at an eligible school.
  - [ ] Engaged full time in a rehabilitation training program.

- By checking the box below, I may also request a deferment on my parent Federal PLUS Loan(s) that was first disbursed on or after July 1, 2008 during the 6-month period after the student (named below) for whom I borrowed the loan ceases to be enrolled at least half time at an eligible school.
  - [ ] I request that my loan holder defer repayment of my Federal PLUS Loan(s) that was first disbursed on or after July 1, 2008 during the 6-month period after the student named below ceases to be enrolled at least half time at an eligible school.

Student's Name ____________________________ Student's SSN [_______-____-____]

SECTION 3: BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

- I understand that:
  1. I am not required to make payments of loan principal during my deferment. However, interest will be charged on my loan(s).
  2. I have the option of paying the interest that accrues on my unsubsidized loan(s) during my deferment.
  3. I may choose to make interest payments by checking the box below. My loan holder may capitalize interest that I do not pay during the deferment period.
    - [ ] I wish to make interest payments on my unsubsidized loan(s) during my deferment.

- My deferment based on the student’s enrollment at an eligible school or participation in a rehabilitation program will begin on the date the condition that qualifies me for the deferment began, as certified by the authorized official who completes Section 4 of this form, and will end on the earlier of the date that the student no longer meets the condition that qualifies me for the deferment, or the ending date of that condition as certified by the authorized official.

- If I request a deferment during the 6-month period after the student's half-time enrollment, the deferment will begin the day after the student ceases to be enrolled on at least half-time basis and will end 6 months after that date.

- If my deferment does not cover all my past due payments, my loan holder may grant me a forbearance for all payments due before the begin date of my deferment or—if the period for which I am eligible for a deferment has ended—a forbearance for all payments due at the time my deferment request is processed.

- My loan holder may grant me a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my deferment request.

- I certify that: (1) The information I provided in Sections 1 and 2 above is true and correct. (2) I will provide additional documentation to my loan holder, as required, to support my deferment status. (3) I will notify my loan holder immediately when the condition(s) that qualified me for the deferment ends. (4) I have read, understand, and meet the eligibility criteria of the deferment for which I have applied, as explained in Section 7.

- I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower’s Name ____________________________ Date ______________________

SECTION 4: AUTHORIZED OFFICIAL’S CERTIFICATION

I certify, to the best of my knowledge and belief, that the student named above is/was enrolled at an eligible institution or engaged in the program indicated in Section 2, and that the student and (if applicable) the student’s program meet all the eligibility requirements specified in Section 7 on the following page.

- [ ] Is/was enrolled as an at least half-time student during the academic period from [____/____/____ to ____/____/____] and is reasonably expected to complete his/her program requirements on [____/____/____ to ____/____/____].
- [ ] Is/was engaged full time in a rehabilitation training program that began on [____/____/____ to ____/____/____] and will end/ended on [____/____/____ to ____/____/____].

Name of Institution/Facility ____________________________ OPE-ID (if applicable) __________
Address ____________________________ City, State, Zip Code __________
Name/Title of Authorized Official ____________________________ Telephone (____) __________
Authorized Official’s Signature ____________________________ Date ______________________

Page 1 of 3
SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Report dates as month-day-year (MM-DD-YYYY). For example, ‘January 31, 2009’ = ‘01-31-2009’. An authorized school/program official must complete Section 4. If you need help completing this form, contact your loan holder.

Return the completed form and any required documentation to the address shown in Section 8.

SECTION 6: DEFINITIONS

Authorized certifying officials:

- Authorized School Official (for students enrolled full time or at least half time at an eligible institution)
- Authorized Rehabilitation Training Program Official

Capitalization is the addition of unpaid interest to the principal balance of my loan. The principal balance of a loan increases when payments are postponed during periods of deferment or forbearance and unpaid interest is capitalized. As a result, more interest may accrue over the life of the loan, the monthly payment amount may be higher, or more payments may be required.

The chart below provides estimates, for a $15,000 unsubsidized loan balance at a 9% interest rate, of the monthly payments due following a 12-month deferment. It compares the effects of paying the interest as it accrues, capitalizing the interest at the end of the deferment, and capitalizing interest quarterly and at the end of the deferment. My actual loan interest cost will depend on my interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about $18 and saves about $772 over the lifetime of the loan, as depicted in the chart below.

<table>
<thead>
<tr>
<th>Treatment of Interest Accrued During Deferment</th>
<th>Loan Amount</th>
<th>Capitalized Interest for 12 Months</th>
<th>Principal to Be Repaid</th>
<th>Monthly Payment</th>
<th>Number of Payments</th>
<th>Total Amount Repaid</th>
<th>Total Interest Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest is paid</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64*</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Interest is capitalized at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Interest is capitalized quarterly during deferment and at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$17,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

*Total amount repaid includes $1,350 of interest paid during the 12-month period of deferment.

A deferment is a period during which I am entitled to postpone repayment of the principal balance of my loan(s). The federal government pays the interest that accrues during an eligible deferment for all subsidized Federal Stafford Loans and for Federal Consolidation Loans for which the Consolidation Loan application was received by my loan holder (3) on or after January 1, 1993, but before August 10, 1993, (2) on or after August 10, 1993 if it includes only Federal Stafford Loans that were eligible for federal interest subsidy, or (3) on or after November 13, 1997, for that portion of the Consolidation Loan that paid a subsidized FFEL Program loan or a subsidized Federal Direct Loan. I am responsible for the interest that accrues during this period on all other FFEL Program loans.

The Federal Family Education Loan (FFEL) Program includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, and Federal Consolidation Loans.

Forbearance means permitting the temporary cessation of payments, allowing an extension of time for making payments, or temporarily accepting smaller payments than previously scheduled. I am responsible for paying the interest that accrues on my loan(s) during a forbearance. If I do not pay the interest that accrues, the interest may be capitalized.

The holder of my FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the U.S. Department of Education.

SECTION 7: ELIGIBILITY CRITERIA FOR PARENT PLUS BORROWER DEFERMENT REQUEST

To qualify:

- If I have an outstanding Federal PLUS Loan which was first disbursed on or after July 1, 2008, I may defer repayment while the student for whom I obtained the loan is enrolled at least half time at an eligible school.
- I may also defer repayment of my parent Federal PLUS Loan(s) that was first disbursed on or after July 1, 2008 during the 6-month period after the student ceases to be enrolled at an eligible school on at least a half-time basis.
- If I have an outstanding balance on a FFEL Program loan which was made on or after July 1, 1987, and before July 1, 1993, or I had an outstanding balance on a FFEL Program loan made before July 1, 1993, when I obtained a loan disbursed on or after July 1, 1993, I may defer repayment of my loan(s) while the student for whom I borrowed a Federal PLUS Loan is dependent and is:
  - Enrolled at least half time at an eligible school.
  - Engaged full time in a rehabilitation training program. To qualify: (1) The training program must (a) be licensed, approved, certified or recognized as providing rehabilitation training to disabled individuals by the Department of Veterans Affairs or a state agency responsible for vocational rehabilitation, drug abuse treatment, mental health services, or alcohol abuse treatment programs; (b) provide services under a written individualized plan that specifies the date the services are expected to end; and (c) be structured in a way that requires a substantial commitment by the student to his/her rehabilitation. (“Substantial commitment” means a commitment of time and effort that would normally prevent a person from being employed 30 or more hours per week in a position expected to last at least 3 months.) (2) The dependent student must be either receiving, or scheduled to receive, these rehabilitation services.

SECTION 8: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed deferment request and any required documentation to:

(If no address is shown, return to your loan holder.)

If you need help completing this form, call:

(If no telephone number is shown, call your loan holder.)
SECTION 9: IMPORTANT NOTICES

Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0005. The time required to complete this information collection is estimated to average 0.16 hours (10 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education, Washington, DC  20202-4337

If you have questions regarding the status of your individual submission of this form, write directly to the address shown in Section 8.
SOLICITUD DE APLAZAMIENTO DE PAGO:
PADRES CON PRÉSTAMOS PLUS

Federal Family Education Loan ProgramSM

PLUS

Sólo utilice el presente formulario (1) si usted obtuvo, mediante el programa de préstamos educativos Federal Family Education Loan Program (FFELSM), un Préstamo PLUS que se desembolsó por primera vez el 1 de julio del 2008 o posterior, para pagar los estudios de alguno de sus hijos, o (2) si tiene actualmente un saldo pendiente de pago en algún préstamo hecho mediante el Programa FFEL antes del 1 de julio de 1993, o (3) si tenía, en el momento de obtener otro préstamo que se desembolsó el 1 de julio de 1993 o posterior, un saldo pendiente de pago en algún préstamo hecho antes del 1 de julio de 1993.

AVISO: El que a sabiendas haga declaraciones falsas o engañosas en el presente formulario, o en cualquier documento adjunto al mismo, quedará sujeto a sanciones, las cuales pueden incluir las multas, el encarcelamiento o ambas penas, de conformidad con el Código Penal de EE.UU. y con la Sección 1097 del Título 20 del Código de Estados Unidos.

SECCIÓN 1: DATOS PERSONALES DEL PRESTATARIO

Favor de introducir o corregir la siguiente información:
N.º de Seguro Social _______ - _______ - _______
Nombre y apellido ________________________________
Dirección _____________________________________
Ciudad, estado, código postal _______________________
Teléfono (domicilio) ( )
Teléfono (alternativo) ( )
Correo electrónico (opcional)

SECCIÓN 2: SOLICITUD DE APLAZAMIENTO DE PAGO

Antes de responder a las preguntas, lea todo el formulario detenidamente, incluyendo las indicaciones y otra información que se hallan en las Secciones 5, 6 y 7.

☐ Cumplir con los requisitos, estipulados en la Sección 7, para acogerme al aplazamiento de pago por los motivos indicados abajo, y solicito que mi acreedor aplace el pago de mis préstamos mientras el estudiante (indicado abajo), en cuyo beneficio obtuve un Préstamo PLUS, (marque sólo una casilla):
  - Cursa estudios, con una dedicación mínima de medio tiempo, en una institución educativa aprobada al efecto.
  - Participa, con dedicación a tiempo completo, en un programa de rehabilitación y capacitación.
  - Al marcar la casilla siguiente, también solicito el aplazamiento de pago de mis Préstamos Federales PLUS para padres que se han desembolsado por primera vez el 1 de julio del 2008 o posterior, por un período de seis meses posteriores a la fecha en que el estudiante (indicado abajo), en cuyo beneficio se obtuvo el préstamo, haya dejado de cursar estudios con una dedicación mínima de medio tiempo en una institución educativa aprobada al efecto.
  - Solicito el aplazamiento de pago de mis Préstamos Federales PLUS que se han desembolsado por primera vez el 1 de julio del 2008 o posterior, por un período de seis meses posteriores a la fecha en que el estudiante indicado abajo haya dejado de cursar estudios con una dedicación mínima de medio tiempo en una institución educativa aprobada al efecto.

☐ Entiendo y acepto lo siguiente:
  1. No tengo obligación de efectuar pagos al capital del préstamo durante la vigencia del aplazamiento de pago. Sin embargo, se me cobrarán los intereses producidos por mis préstamos.
  2. Tengo la opción de pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.
  3. Puedo optar por pagar el interés, marcando la casilla de abajo. Mi acreedor podrá capitalizar los intereses que no se paguen durante el período de aplazamiento.
     ☐ Deseo pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.
  4. El aplazamiento de pago, otorgado por razón de estudios cursados en una institución educativa o por la participación en un programa de rehabilitación, entrará en vigor en la fecha de inicio de la condición que justificó el otorgamiento de tal beneficio, según certifique esta fecha el funcionario o empleado autorizado que lleve la Sección 4 del presente formulario. El aplazamiento de pago vencerá en la primera de las dos fechas siguientes: la fecha en que ya no se cumpla con la condición que justificó tal beneficio o la fecha de terminación de dicha condición, según certifique la fecha el funcionario o empleado autorizado.
  5. Si solicito el aplazamiento de pago por un período de seis meses posteriores a la fecha en que el estudiante haya dejado de cursar estudios con una dedicación mínima de medio tiempo, el aplazamiento entrará en vigor el día siguiente al cambio de dedicación de estudio y vencerá seis meses después de esa fecha.
  6. Si el aplazamiento de pago no abarca todas las cuotas atrasadas, mi acreedor puede concederme un período de indulgencia de morosidad que abarque las que hayan vencido antes de la fecha de entrada en vigor del aplazamiento. En caso de que haya terminado el período de vigencia del aplazamiento, mi acreedor puede otorgarme un período de indulgencia que abarque toda cuota que haya vencido hasta la fecha de tramitación de la presente solicitud.
  7. Mi acreedor puede concederme, según sea necesario, un período de indulgencia de morosidad por una duración máxima de 60 días, por motivo de la recopilación y tramitación de los documentos relativos a mi solicitud de aplazamiento de pago. No se capitalizarán los intereses producidos durante el plazo de vigencia de este tipo de indulgencia.

☐ Certifico lo siguiente: (1) que la información que proporcioné en las Secciones 1 y 2, arriba, es correcta y verídica; (2) que aportaré documentación complementaria a mi acreedor, según sea necesario, que acredite las circunstancias en cuya virtud me acojo al aplazamiento de pago; (3) que asesoré a mi acreedor, de forma inmediata, una vez que hayan terminado las condiciones que justificaron el aplazamiento de pago, y (4) que he leído, entendido y cumplido los requisitos y condiciones cuya satisfacción es necesaria para la concesión del aplazamiento de pago por los motivos señalados en el presente formulario de solicitud, según lo expuesto en la Sección 7.

☐ Autorizo a la institución educativa, al acreedor, al garante, al Departamento y a sus respectivos agentes y contratistas a comunicarse conmigo respecto a mis préstamos, incluido el pago de los mismos, al número actual o futuro (si lo proporciono) de mi teléfono móvil u otro dispositivo inalámbrico, por medio de sistemas de marcado automático, mensajes de texto o mensajes de voz artificial o grabados.

Firma del prestatario ________________________________ Fecha ____________

Correo electrónico (opcional)

Teléfono ( alterno) (   )

Nombre y apellido del estudiante ____________________________ Número de Seguro Social del estudiante _______ - _______ - _______

Página 1 de 4
SECCIÓN 4: CERTIFICACIÓN DEL FUNCIONARIO O EMPLEADO AUTORIZADO

Certifico que, según mi leal saber y entender, el alumno dependiente arriba indicado está o estuvo matriculado en una institución aprobada, o participa o participó en el programa indicado en la Sección 2 del presente formulario, y que el alumno y (si corresponde) el programa educativo de éste cumplen todos los requisitos estipulados en la Sección 7, en la página siguiente.

☐ Está o estuvo matriculado para cursar estudios con una dedicación mínima de medio tiempo, durante el período académico comprendido entre el [  ] - [  ] - [  ] y el [  ] - [  ] - [  ], y que se prevé, con un grado razonable de confiabilidad, que cumpla el programa de estudios el [  ] - [  ] - [  ] - [  ].

☐ Participó o participó, con dedicación a tiempo completo, en un programa de rehabilitación y capacitación que empezó el [  ] - [  ] - [  ] - [  ] y que terminó o terminará el [  ] - [  ] - [  ] - [  ].

Nombre de institución o centro

Dirección

Nombre, apellido y puesto del funcionario o empleado autorizado

Fecha

Firma del funcionario o empleado autorizado

Ciudad, estado, código postal

Teléfono

OPE-ID (si corresponde)

SECCIÓN 5: INSTRUCCIONES PARA LLENAR EL FORMULARIO

Escriba sus respuestas a máquina o con letra de molde y tinta oscura. Escriba las fechas en el formato mes-día-año (MM-DD-AAAA). Por ejemplo, «31 de enero de 2009» equivale a «01-31-2009». La Sección 4 la deberá rellenar un funcionario o empleado autorizado. Si usted necesita ayuda para llenar el presente formulario, comuníquese con su acreedor.

Remita el formulario con los datos completos, y cualquier documentación solicitada, a la dirección indicada en la Sección 8.

SECCIÓN 6: DEFINICIONES

- El acreedor de mis préstamos del Programa FFEL puede ser una entidad prestamista, garante o financiera (del mercado secundario), o el Departamento de Educación de EE.UU.

- El aplazamiento de pago consiste en un período durante el cual tengo derecho a posponer el pago del capital de mis préstamos. El Departamento de Educación de EE.UU. sufragará los intereses producidos durante el aplazamiento de pago debidamente tramitado, todo Préstamo Federal Stafford con subsidio del interés y todo Préstamo Federal de Consolidación cuya solicitud llegó a mi acreedor (1) el 1 de enero de 1993 o posterior pero antes del 10 de agosto de 1993, (2) el 10 de agosto de 1993 o posterior, siempre que la solicitud incluyera sólo los Préstamos Federales Stafford que gozaban del subsidio federal del interés, o (3) el 13 de noviembre de 1997 o posterior, cuando se trate de la porción del préstamo de consolidación con la que se liquidó un préstamo educativo con subsidio del interés obtenido del Programa FFEL o del Direct Loan Program. Tengo la responsabilidad de pagar los intereses producidos durante este periodo por cualquier otro préstamo hecho al amparo del Programa FFEL.

- La capitalización consiste en añadir los intereses pendientes de pago al saldo de capital del préstamo. El saldo de capital del préstamo aumenta cuando se postergan los pagos, durante los períodos de aplazamiento de pago o de indulgencia de morosidad, y se capitalizan los intereses. Como resultado de esto, puede que se produzcan más intereses durante la vigencia del préstamo, que se aumente la cantidad de la cuota mensual o que se incremente el número de los pagos. En el cuadro siguiente, se presentan cálculos aproximados de las cuotas mensuales de un préstamo sin subsidio del interés, hecho por un monto de $15,000 y con una tasa de 9 por ciento, después de un periodo de aplazamiento de pago de 12 meses de duración. Se comparan los efectos de las diferentes maneras de tratar los intereses del préstamo: pagarlos a medida que se van produciendo, capitalizarlos al final del periodo de aplazamiento de pago y capitalizarlos trimestralmente y al final del periodo de aplazamiento de pago. El costo efectivo de los intereses de mi préstamo depende de la tasa de interés, de la duración del aplazamiento de pago y de la frecuencia de capitalización de los intereses. Como se puede apreciar en el cuadro, si los intereses se van pagando durante el periodo del aplazamiento de pago, la cuota mensual se rebaja en unos $18 y se ahorraran casi $772 durante la vigencia del préstamo.

<table>
<thead>
<tr>
<th>Tratamiento de los intereses producidos durante el aplazamiento de pago</th>
<th>Cantidad del préstamo ($15,000)</th>
<th>Intereses capitalizados dentro de 12 meses ($1,350)</th>
<th>Capital a pagar ($16,350)</th>
<th>Cuota mensual ($207.11)</th>
<th>Número de cuotas (120)</th>
<th>Total pagado ($24,853.79)</th>
<th>Total pagado en intereses ($9,853.79)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pagar los intereses durante el periodo del aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,151.64*</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Capitalizar los intereses al final del periodo del aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Capitalizar los intereses trimestralmente durante el periodo del aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

* El total pagado incluye los $1,350 de intereses pagados durante los 12 meses del aplazamiento de pago.

- El Federal Family Education Loan Program (Programa FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio del interés), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.

- Funcionarios y empleados autorizados para certificar los datos consignados:
  - Funcionario o empleado autorizado de la institución educativa (si el alumno está matriculado para estudiar, con dedicación de tiempo completo o de al menos medio tiempo, en una institución aprobada)
  - Funcionario o empleado autorizado del programa de rehabilitación y capacitación

- Indulgencia de morosidad se refiere a la suspensión temporal de las cuotas del préstamo, a la prolongación del plazo de vencimiento de las cuotas o a la reducción temporal de la cantidad programada de las cuotas. Tengo la responsabilidad de pagar los intereses producidos por mis préstamos durante el periodo de indulgencia de morosidad. Si no pago los intereses, éstos pueden capitalizarse.
SECCIÓN 7: REQUISITOS PARA ACOGERSE AL APLAZAMIENTO DE PAGO PARA PADRES CON PRÉSTAMOS PLUS

Para poder acogerme al aplazamiento de pago por este motivo, debe cumplirse lo siguiente:

- Si tengo un saldo pendiente de pago en algún Préstamo Federal PLUS que se desembolsó por primera vez el 1 de julio del 2008 o posterior, puedo aplazar el pago del mismo mientras el estudiante en cuyo beneficio obtuve el préstamo cursa estudios, con una dedicación mínima de medio tiempo, en una institución educativa aprobada al efecto.

- Si mi Préstamo Federal PLUS para padres se desembolsó por primera vez el 1 de julio del 2008 o posterior, puedo aplazar el pago del mismo por un período de seis meses posteriores a la fecha en que el estudiante haya dejado de cursar estudios con una dedicación mínima de medio tiempo en una institución educativa aprobada al efecto.

- Si tengo un saldo pendiente de pago en algún préstamo hecho mediante el Programa FFEL el 1 de julio de 1987 o posterior, pero antes del 1 de julio de 1993, o si tenía, en el momento de obtener otro préstamo que se desembolsó el 1 de julio de 1993 o posterior, un saldo pendiente de pago en algún préstamo hecho antes del 1 de julio de 1993, puedo aplazar el pago de mis préstamos mientras el estudiante en cuyo beneficio obtuve un Préstamo Federal PLUS es dependiente y:
  - Cursa estudios, con una dedicación mínima de medio tiempo, en una institución educativa aprobada al efecto.
  - Participa, con dedicación a tiempo completo, en un programa de rehabilitación y capacitación. Para poder acogerme al aplazamiento de pago por este motivo, debe cumplirse lo siguiente: (1) El programa en referencia debe: (a) contar con la pertinente licencia, autorización, certificación o reconocimiento —expedidos por el Departamento de Asuntos de Veteranos o por el organismo del estado correspondiente que se encarga de los programas de rehabilitación profesional, de tratamiento de drogadictos, de salud mental o de tratamiento de alcohólicos— que sea necesario para la prestación de servicios de rehabilitación y capacitación a personas con discapacidad; (b) prestar servicios conforme a un plan, en forma escrita, elaborado según las necesidades del cliente y en el que se especifique la fecha prevista de terminación de los servicios, y (c) ser organizado de manera que suponga un compromiso importante por parte del estudiante con su propia rehabilitación. («Compromiso importante» significa un compromiso de tiempo y esfuerzo que, en circunstancias normales, impediría a una persona trabajar 30 horas semanales o más en un puesto con una duración mínima prevista de tres meses.) (2) La prestación de los servicios de rehabilitación debe estar en marcha o programada para ponerse en marcha.
SECCIÓN 8: DÓNDE ENVIAR EL FORMULARIO CON LOS DATOS COMPLETOS

Envíe el formulario con los datos completos, y cualquier otra documentación necesaria, a la siguiente dirección:

(De no indicarse ninguna dirección, remita el formulario a su acreedor.)

Si necesita ayuda para llenar el formulario, llame al siguiente número:

(De no indicarse ningún número de teléfono, llame a su acreedor.)

DÓNDE ENVIAR EL FORMULARIO CON LOS DATOS COMPLETOS

SECCIÓN 9: AVISOS IMPORTANTES

Aviso sobre la Ley de Confidencialidad de Información
En virtud de la Ley de Confidencialidad de Información de 1974 (Sección 552a del Título 5 del Código de Estados Unidos), es obligatorio poner a disposición del solicitante el siguiente aviso:

La autoridad para reunir la información solicitada por medio del presente formulario deriva de la Sección 421 y siguientes de la Ley de Educación Superior de 1965, según enmendada (Sección 1071 y siguientes del Título 20 del Código de Estados Unidos). La autoridad para solicitar y utilizar el número de Seguro Social del solicitante deriva de la Sección 498(a)(4) de la Ley de Educación Superior (Sección 1098(a)(4) del Título 20 del Código de Estados Unidos) y de la Sección 7701(b) del Título 30 del Código de Estados Unidos. Si bien tienen carácter voluntario tanto la participación en el Federal Family Education Loan Program (Programa FFEL) como el proporcionar el número de Seguro Social, el solicitante deberá facilitar la información solicitada, incluido el número de Seguro Social, para poder participar en el Programa.

La reunión de la información solicitada en el presente formulario (incluido el número de Seguro Social) se realiza con los siguientes fines principales: verificar la identidad del solicitante; determinar el otorgamiento, al amparo del Programa FFEL, de préstamos nuevos o de beneficios en materia del pago de préstamos existentes (como por ejemplo, el aplazamiento de pago, la indulgencia de morosidad, y la anulación o condonación de deudas); administrar los préstamos del solicitante, y, en caso de mora o incumplimiento de pago, localizarlo, exigirle el pago de la deuda e informar a las entidades competentes la condición de los préstamos. También hacemos uso del número de Seguro Social como identificador de la cuenta de préstamos del solicitante y para permitir a éste acceder electrónicamente a los datos relativos a la misma.

Al amparo de una cláusula, debidamente publicada en el sistema de registro de datos correspondiente, relativa al uso normal de la información recogida, los datos que se encuentran en el expediente del solicitante se pueden poner a disposición de terceras entidades, ya sea según las circunstancias particulares del caso o en cumplimiento de un programa de cotejo electrónico de datos. Tratándose del presente formulario, el uso normal de esta información incluye, sin carácter limitativo, la cesión de los datos a ciertas partes, señaladas abajo, a fin de hacer lo siguiente: verificar la identidad del solicitante; determinar el otorgamiento de préstamos nuevos o de beneficios en materia del pago de préstamos existentes; permitir la administración o cobro de los préstamos; hacer cumplir los términos y condiciones de los préstamos; investigar la posible comisión de fraude y verificar el cumplimiento de las normas que rigen los programas federales de ayuda económica para los estudios superiores o localizar al solicitante en caso de mora o incumplimiento de pago. Las siguientes son las partes a las que podemos destinar la información reunida: organismos federales, estatales y locales; particulares que tienen alguna relación con el solicitante, tales como familiares, empleadores actuales y pasados, socios comerciales y personales; agencias de informes crediticios; instituciones educativas y financieras, y garantes. Para informar sobre los cálculos del índice de incumplimiento de pago, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos estatales. Para facilitar el historial de ayuda económica del solicitante, podemos ceder los datos a instituciones educativas. Para ayudar a los administradores del programa a llevar un control sobre la devolución de fondos de préstamo y la anulación de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos federales o estatales. Para establecer un método estandarizado según el cual instituciones educativas puedan informar de forma eficiente sobre la dedicación de estudio del solicitante, podemos ceder los datos a garantes o a instituciones financieras y educativas. Para dar orientación al solicitante en materia del pago de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos federales, estatales o locales.

En caso de litigio, podemos enviar los datos del solicitante al Departamento de Justicia, o al tribunal, entidad jurídica, abogado, parte o testigo correspondientes, cuando dicha cesión se considere procedente y necesaria para la solución del mismo. Si estos datos, ya sean por separado o en conjunto con otra información, indican una posible violación de la ley, podemos enviarlos a las autoridades competentes, para que se tomen las medidas pertinentes. Podemos enviar la información a congresistas en caso que usted les pida ayuda con algún problema relacionado con los programas federales de asistencia estudiantil. En caso de denuncias, quejas o medidas disciplinarias en materia de empleo, podemos ceder los datos a las entidades competentes, a fin de facilitar la adjudicación o investigación de las mismas. Si así se dispone en una convención colectiva de trabajo, podemos ceder los datos a los sindicatos debidamente reconocidos al amparo del Capítulo 71 del Título 5 del Código de Estados Unidos. Para efectos del presente formulario, dicho número es 1845-0005. Se calcula que se necesitar, como promedio, 0.16 horas (10 minutos) por respuesta, incluido el tiempo para leer las instrucciones, buscar la información en los documentos correspondientes, reunir los datos necesarios, consignarlos en el formulario y revisarlos. Si usted tiene algún comentario sobre la exactitud de estos cálculos, o alguna sugerencia sobre cómo mejorar el presente formulario, escriba a la siguiente dirección:

U.S. Department of Education, Washington, DC 20202-4537

Si tiene preguntas sobre el estado de tramitación de su formulario, escriba a la dirección indicada en la Sección 8.
PUBLIC SERVICE DEFERMENT REQUEST  
Federal Family Education Loan Program

Use this form only if you have an outstanding balance on a Federal Family Education Loan Program loan that was made before July 1, 1993, or had a balance on a loan that was made before July 1, 1993, at the time you obtained a loan disbursed on or after July 1, 1993.

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN [____|____|____] [____|____|____]
Name __________________________
Address _________________________
City, State, Zip Code ____________
Telephone - Home (__________)    
Telephone - Other (__________)    
E-mail Address (Optional) ________

SECTION 2: DEFERMENT REQUEST

Before answering any questions, carefully read the entire form, including the instructions and other information in Sections 5, 6, and 7.

☐ I meet the qualifications stated in Section 7 for the deferment checked below and request that my loan holder defer repayment of my loan(s) while I am:

☐ On active duty in the ARMED FORCES of the United States.

☐ Serving full time as an officer in the Commissioned Corps of the PUBLIC HEALTH SERVICE.

☐ Serving in the PEACE CORPS.

☐ A full-time paid volunteer in the ACTION PROGRAMS.

☐ A full-time paid volunteer for a TAX-EXEMPT ORGANIZATION.

☐ On active duty in the NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA).

The NOAA Deferral is available only to Federal Stafford and SLS loan borrowers whose first loans were made on or after July 1, 1987, and before July 1, 1993, or borrowers who had a balance on a loan that was made on or after July 1, 1987, and before July 1, 1993, at the time a loan was disbursed on or after July 1, 1993.

NOTE: Federal PLUS Loans made on or after August 15, 1983, and Federal Consolidation Loans do not qualify for these deferments.

SECTION 3: BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

☐ I understand that:

  (1) I am not required to make payments of loan principal during my deferment. Interest will not be charged on my subsidized loan(s) during my deferment. However, interest will be charged on my unsubsidized loan(s).

  (2) I have the option of paying the interest that accrues on my unsubsidized loan(s) during my deferment.

  (3) I may choose to make interest payments by checking the box below. My loan holder may capitalize interest that I do not pay during the deferment period.

  ☐ I wish to make interest payments on my unsubsidized loan(s) during my deferment.

  (4) My deferment will begin on the date I began performing the public service that qualifies me for the deferment, as certified by the authorized official who completes Section 4 of this form.

  (5) My deferment will end on the earlier of the date that I stop performing the public service that qualifies me for the deferment, or the ending date of my qualifying public service, as certified by the authorized official.

  (6) If my deferment does not cover all my past due payments, my loan holder may grant me a forbearance for all payments due before the begin date of my deferment or—if the period for which I am eligible for a deferment has ended—a forbearance for all payments due at the time my deferment request is processed.

  (7) My loan holder may grant me a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my deferment request. Interest that accrues during the forbearance will not be capitalized.

☐ I certify that: (1) The information I provided in Sections 1 and 2 above is true and correct. (2) I will provide additional documentation to my loan holder, as required, to support my deferment status. (3) I will notify my loan holder immediately when the condition(s) that qualified me for the deferment ends. (4) I have read, understand, and meet the eligibility criteria of the deferment for which I have applied, as explained in Section 7.

☐ I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower’s Signature __________________________ Date ____________

SECTION 4: AUTHORIZED OFFICIAL’S CERTIFICATION

I certify, to the best of my knowledge and belief, that the borrower named above is/was engaged in the service indicated in Section 2, and that the borrower and the borrower’s service meet all the eligibility requirements specified in Section 7.

The borrower’s service began on [____|____|____]-[____|____|____] and is expected to end/ended on [____|____|____]-[____|____|____].

Name of Organization __________________________
Address _________________________ City, State, Zip Code ____________
Name/Title of Authorized Official __________________________ Telephone (__________) __________________________
Authorized Official’s Signature __________________________ Date ____________
### SECTION 6: DEFINITIONS

- **Authorized certifying officials:**
  - Commanding or Personnel Officer (Armed Forces Deferment)
  - Authorized Official of the U. S. Public Health Service (Public Health Service Deferment)
  - Authorized Official of the Peace Corps (Peace Corps Deferment)
  - Authorized Official of the ACTION Program (ACTION Program Deferment)
  - Authorized Official of the Volunteer Program (Tax-Exempt Organization Deferment)
  - Authorized Official of the NOAA Corps (NOAA Deferment)

- **Capitalization** is the addition of unpaid interest to the principal balance of my loan. The principal balance of a loan increases when payments are postponed during periods of deferment or forbearance and unpaid interest is capitalized. As a result, more interest may accrue over the life of the loan, which may increase the time to repay the loan. Payments may be required. The chart below provides estimates, for a $15,000 unsubsidized loan balance at a 9% interest rate, of the monthly payments due following a 12-month deferment. It compares the effects of paying the interest as it accrues, capitalizing the interest at the end of the deferment, and capitalizing interest quarterly at the end of the deferment. My actual loan interest cost will depend on my interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about $18 and saves about $772 over the lifetime of the loan, as depicted in the chart below.

<table>
<thead>
<tr>
<th>Treatment of Interest Accrued During Deferment</th>
<th>Loan Amount</th>
<th>Capitalized Interest for 12 Months</th>
<th>Principal to Be Repaid</th>
<th>Monthly Payment</th>
<th>Number of Payments</th>
<th>Total Amount Repaid</th>
<th>Total Interest Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest is paid</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64*</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Interest is capitalized at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Interest is capitalized quarterly during deferment and at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

*Total amount repaid includes $1,350 of interest paid during the 12-month period of deferment.

- A **deferment** is a period during which I am entitled to postpone repayment of the principal balance of my loan(s). The federal government pays the interest that accrues during an eligible deferment for all subsidized Federal Stafford Loans and for Federal Consolidation Loans for which the Consolidation Loan application was received by my loan holder (1) on or after January 1, 1993, but before August 10, 1993, (2) on or after August 10, 1993, if it includes only Federal Stafford Loans that were eligible for federal interest subsidy, or (3) on or after November 13, 1997, for that portion of the Consolidation Loan that paid a subsidized FFEL Program loan or a subsidized Federal Direct Loan. I am responsible for the interest that accrues during this period on all other FFEL Program loans.

- The **Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, and Federal Consolidation Loans.

- **Forbearance** means permitting the temporary cessation of payments, allowing an extension of time for making payments, or temporarily accepting smaller payments than previously scheduled. I am responsible for paying the interest that accrues on my loan(s) during a forbearance. If I do not pay the interest that accrues, the interest may be capitalized.

- The **holder** of my FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the U.S. Department of Education.

### SECTION 7: ELIGIBILITY CRITERIA FOR PUBLIC SERVICE DEFERMENT REQUEST

- To qualify for any of the deferments listed in Section 2 of this form:

  - I must have an outstanding balance on a FFEL Program loan which was made before July 1, 1993, or I must have had an outstanding balance on a FFEL Program loan made before July 1, 1993, when I obtained a loan disbursed on or after July 1, 1993. If I am a Federal PLUS Loan borrower, (1) I am not eligible for the NOAA Deferment, and (2) I am eligible for the Armed Forces, Public Health Service, Peace Corps, ACTION Programs, and Tax-Exempt Organization Deferments only on the loan(s) made before July 1, 1993. (Maximum eligibility is 3 years; this is a combined limit with Armed Forces and Public Health Service deferments.) To qualify, I must: (1) serve full time in an organization that has a tax exemption under Section 501(c)(3) of the Internal Revenue Code of 1986; (2) assist low income people and their communities in eliminating poverty and poverty-related human, social, and environmental conditions; (3) not earn more than the federal minimum wage; however, I may receive fringe benefits like those received by other employees of the organization; (4) not engage in religious instruction, proselytizing, fund-raising to support religious activities, or conduct worship services as part of my duties; and (5) have agreed to serve for a period of at least 1 year.

  - I may defer repayment of my loan(s) while I am:

    - On active duty in the ARMED FORCES of the United States. (Maximum eligibility is 3 years; this is a combined limit with Public Health Service and NOAA deferments.)
    - Serving full time as an officer in the Commissioned Corps of the PUBLIC HEALTH SERVICE. (Maximum eligibility is 3 years; this is a combined limit with Armed Forces and NOAA deferments.)
    - Serving in the PEACE CORPS. (Maximum eligibility is 3 years.) To qualify, I must have agreed to serve for a period of at least 1 year. Note: As an alternative to having an authorized Peace Corps official complete Section 4 of this form, you may provide your loan holder with documentation of the beginning and expected ending dates of your service in the Peace Corps. This documentation must be signed and dated by an authorized Peace Corps official.
    - A full-time paid volunteer in the ACTION PROGRAMS. (Maximum eligibility is 3 years.) To qualify, I must have agreed to serve for a period of at least 1 year.
    - On active duty in the NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA). (Maximum eligibility is 3 years; this is a combined limit with Armed Forces and Public Health Service Deferments.)
SECTION 8: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed deferment request and any required documentation to:
(If no address is shown, return to your loan holder.)
If you need help completing this form, call:
(If no telephone number is shown, call your loan holder.)

SECTION 9: IMPORTANT NOTICES

Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notice. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to guaranty agencies. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0005. The time required to complete this information collection is estimated to average 0.16 hours (10 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education, Washington, DC  20202-4537

If you have questions regarding the status of your individual submission of this form, write directly to the address shown in Section 8.
SOLICITUD DE APLAZAMIENTO DE PAGO:
SERVICIO PÚBLICO
Federal Family Education Loan Program®

Sólo utilice el presente formulario si tiene un saldo pendiente de pago en algún préstamo hecho mediante el programa de préstamos educativos Federal Family Education Loan Program (FFELP®) antes del 1 de julio de 1993, o si tenía, en el momento de obtener un préstamo que se desembolsó el 1 de julio de 1993 o posterior, un saldo pendiente de pago en algún préstamo hecho antes del 1 de julio de 1993.

AVISO: El que a sabiendas haga declaraciones falsas o engañosas en el presente formulario, o en cualquier documento adjunto al mismo, quedará sujeto a sanciones, las cuales pueden incluir las multas, el encarcelamiento o ambas penas, de conformidad con el Código Penal de EE.UU. y con la Sección 1097 del Título 20 del Código de Estados Unidos.

SECCIÓN 1: DATOS PERSONALES DEL PRESTATARIO

| Favor de introducir o corregir la siguiente información: |
| N.º de Seguro Social | [   ] - [   ] - [   ] - [   ] - [   ] |
| Nombre y apellido |
| Dirección |
| Ciudad, estado, código postal |
| Teléfono (dominio) |
| Teléfono (alternativo) |
| Correo electrónico (opcional) |

SECCIÓN 2: SOLICITUD DE APLAZAMIENTO DE PAGO

Antes de responder a las preguntas, lea todo el formulario detenidamente, incluyendo las indicaciones y otra información que se hallan en las Secciones 5, 6 y 7.

- Cumplido con los requisitos, estipulados en la Sección 7, para acogerme al aplazamiento de pago por el motivo indicado abajo, y solicito que mi acreedor aplace el pago de mis préstamos mientras:
  - [ ] Presto servicio activo en las FUERZAS ARMADAS de los Estados Unidos.
  - [ ] Presto servicio a tiempo completo en calidad de oficial en el Cuerpo de Comisionados del SERVICIO DE SALUD PÚBLICA.
  - [ ] Presto servicio en el CUERPO DE PAZ.
  - [ ] Presto servicio a tiempo completo como voluntario en los PROGRAMAS ACTION.
  - [ ] Presto servicio a tiempo completo como voluntario en una ENTIDAD EXENTA DE IMPUESTOS.
  - [ ] Presto servicio activo en la ADMINISTRACIÓN NACIONAL DE OCÉANOS Y ATMÓSFERA (NOAA).

El aplazamiento por servicio en la NOAA sólo se otorga al prestatario que haya obtenido Préstamos Federales Stafford o Préstamos Federales Suplementarios para estudiantes (SLS) por primera vez el 1 de julio de 1987 o posterior pero antes del 1 de julio de 1993, al prestatario que tuviera, en el momento de obtener otro préstamo que se desembolsó el 1 de julio de 1993 o posterior, un saldo pendiente en algún préstamo hecho el 1 de julio de 1987 o posterior pero antes del 1 de julio de 1993.

NOTA: Tratándose de los Préstamos Federales PLUS hechos el 15 de agosto de 1983 o posterior, y de los Préstamos Federales de Consolidación, el prestatario no puede acogerse al aplazamiento de pago por los motivos antedichos.

SECCIÓN 3: ACEPTACIÓN, CERTIFICACIÓN Y AUTORIZACIÓN DEL PRESTATARIO

- Entiendo y acepto lo siguiente:
  1. [   ] No tengo obligación de efectuar pagos al capital del préstamo durante la vigencia del aplazamiento de pago. Durante este período, no se me cobrarán los intereses producidos por mis préstamos que tengan subsidio del interés. Sin embargo, se me cobrarán los intereses producidos por mis préstamos que no tengan subsidio del interés.
  2. [   ] Tengo la opción de pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.
  3. [   ] Puedo optar por pagar el interés, marcando la casilla de abajo. Mi acreedor podrá capitalizar los intereses que no se paguen durante el período de aplazamiento.
      - [   ] Deseo pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.
  4. [   ] El aplazamiento de pago entrará en vigor en la fecha de inicio de la prestación de servicio público que justificó el otorgamiento de tal beneficio, según certifique esta fecha el funcionario o empleado autorizado que lleve la Sección 4 del presente formulario.
  5. [   ] El aplazamiento de pago vencerá en la primera de las dos fechas siguientes: la fecha en que deje de prestar el servicio público que justificó el otorgamiento de tal beneficio o la fecha de terminación de dicho servicio, según certifique la fecha el funcionario o empleado autorizado.
  6. [   ] Si el aplazamiento de pago no abarca todas las cuotas atrasadas, mi acreedor puede concederme un período de indulgencia de morosidad que abarque las que hayan vencido antes de la fecha de entrada en vigor del aplazamiento. En caso de que haya terminado el período de vigencia del aplazamiento, mi acreedor puede otorgarme un período de indulgencia que abarque toda cuota que haya vencido hasta la fecha de tramitación de la presente solicitud.
  7. [   ] Mi acreedor puede concederme, según sea necesario, un período de indulgencia de morosidad por una duración máxima de 60 días, por motivo de la recopilación y tramitación de los documentos relativos a mi solicitud de aplazamiento de pago. No se capitalizarán los intereses producidos durante el plazo de vigencia de este tipo de indulgencia.

- Certifico lo siguiente: (1) que la información que proporcioné en las Secciones 1 y 2, arriba, es correcta y verídica; (2) que aporté documentación complementaria a mi acreedor, según sea necesario, que acredite las circunstancias en cuya virtud me acojo al aplazamiento de pago; (3) que asistiré a mi acreedor, de forma inmediata, una vez que hayan terminado las condiciones que justificaron el aplazamiento de pago; y (4) que he leído, entendido y cumplido los requisitos y condiciones cuya satisfacción es necesaria para la concesión del aplazamiento de pago por los motivos señalados en el presente formulario de solicitud, según lo expuesto en la Sección 7.

- Autorizo a la institución educativa, al acreedor, al garante, al Departamento y a sus respectivos agentes y contratistas a comunicarse conmigo respecto a mis préstamos, incluido el pago de los mismos, al número actual o futuro (si lo proporciono) de mi teléfono móvil u otro dispositivo inalámbrico, por medio de sistemas de marcado automático, mensajes de texto o mensajes de voz artificial o grabados.

Firma del prestatario ___________________________ Fecha ___________________________
SECCIÓN 4: CERTIFICACIÓN DEL FUNCIONARIO O EMPLEADO AUTORIZADO

Certifíque que, según mi leal saber y entender, el prestatario arriba indicado prestó o prestó el servicio indicado en la Sección 2 del presente formulario, y que el prestatario y el servicio prestado cumplen todos los requisitos estipulados en la Sección 7.

El servicio docente prestado por el prestatario empezó o empezará el ______ - ______ - ______ y terminó o está previsto terminar el ______ - ______ - ______.

Nombre de entidad ___________________________ Dirección ___________________________________________
Firma del funcionario o empleado autorizado ___________________________ Teléfono (___________)

SECCIÓN 5: INSTRUCCIONES PARA LLENAR EL FORMULARIO

Escriba sus respuestas a máquina o con letra de molde y tinta oscura. Escriba las fechas en el formato mes-día-año (MM-DD-AAAA). Por ejemplo, «31 de enero de 2009» equivale a «01-31-2009».

Remita el formulario con los datos completos, y cualquier documentación solicitada, a la dirección indicada en la Sección 8.

SECCIÓN 6: DEFINICIONES

- El prestatario.
- El pago del capital del préstamo.
- El aplazamiento de pago.
- El interés.
- La capitalización.
- El servicio prestado.

### Tabla de los intereses producidos durante el aplazamiento de pago

<table>
<thead>
<tr>
<th>Tratamiento de los intereses producidos durante el aplazamiento de pago</th>
<th>Cantidad del préstamo</th>
<th>Intereses capitalizados (12 meses)</th>
<th>Capital a pagar</th>
<th>Cuota mensual</th>
<th>Número de cuotas</th>
<th>Total pagado en intereses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pagar los intereses durante el aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64*</td>
</tr>
<tr>
<td>Capitalizar los intereses al final del aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
</tr>
<tr>
<td>Capitalizar los intereses cada trimestre durante el aplazamiento de pago y al final del mismo</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
</tr>
</tbody>
</table>

* El total pagado incluye los $1,350 de intereses pagados durante los 12 meses del aplazamiento de pago.

- El Federal Family Education Loan Program (Programa FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio del interés), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.

- Funcionarios y empleados autorizados para certificar los datos consignados:
  - Oficial comandante o de personal (aplanamiento de pago por servicio en las Fuerzas Armadas)
  - Funcionario autorizado del Servicio de Salud Pública de EE.UU. (aplanamiento de pago por servicio en el mismo)
  - Funcionario autorizado del Cuerpo de Paz (aplanamiento de pago por servicio en el mismo)
  - Funcionario autorizado del Programa ACTION (aplanamiento de pago por servicio en la entidad no exenta de impuestos)
  - Funcionario autorizado del Cuerpo de NOAA (aplanamiento de pago por servicio en el mismo)

- Indulgencia de morosidad se refiere a la suspensión temporal de las cuotas del préstamo, a la prolongación del plazo de vencimiento de las cuotas o a la reducción temporal de la cantidad programada de las cuotas. Tengo la responsabilidad de pagar los intereses producidos por mis préstamos durante el periodo de indulgencia de morosidad. Si no pago los intereses, éstos pueden capitalizarse.
SECCIÓN 7: REQUISITOS PARA ACOGERSE AL APLAZAMIENTO DE PAGO POR SERVICIO PÚBLICO

Para poder acogerme al aplazamiento de pago por los motivos expuestos en la Sección 2 del presente formulario, debo cumplir con lo siguiente:

- Debo tener un saldo pendiente de pago en algún préstamo hecho mediante el Programa FFEL antes del 1 de julio de 1993, o debía tener, en el momento de obtener otro préstamo que se desembolsó el 1 de julio de 1993 o posterior, un saldo pendiente en algún Préstamo FFEL hecho antes del 1 de julio de 1993. En caso de haber obtenido Préstamos Federales PLUS, (1) no puedo acogerme al aplazamiento de pago de estos préstamos por razones del servicio en la NOAA, pero (2) la prestación de servicio en las Fuerzas Armadas, en el Servicio de Salud Pública, en el Cuerpo de Paz, en los Programas ACTION y en entidades exentas de impuestos, sí puede servir de motivo para la concesión del aplazamiento de pago de los préstamos hechos antes del 15 de agosto de 1983. Debo haber obtenido, para efectos del aplazamiento de pago por servicio en la NOAA, Préstamos Federales Stafford o Préstamos SLS y haber obtenido el primero de los mismos el 1 de julio de 1987 o posterior pero antes del 1 de julio de 1993, o debía haber tenido, en el momento de obtener otro préstamo el 1 de julio de 1993 o posterior, un saldo pendiente de pago en algún préstamo obtenido el 1 de julio de 1987 o posterior pero antes del 1 de julio de 1993.

Puedo acogerme al aplazamiento del pago de mis préstamos mientras:

- Presto servicio activo en las FUERZAS ARMADAS de los Estados Unidos. (La duración máxima del aplazamiento otorgado por esta razón es de tres años, ya sean calculados a partir de este tipo de servicio solamente o de éste en combinación con el servicio en la NOAA o en el Servicio de Salud Pública.) Para poder acogerme al aplazamiento de pago por este motivo, debo: (1) encontrarme en situación de servicio activo en el Ejército, Fuerza Aérea, Marina, Infantería de la Marina o Guardacostas y (2) aportar a mi acreedor copia de mi tarjeta de identidad militar y ordenes, o gestionar que el oficial comandante o de personal certifique la Sección 4, en la primera página del presente formulario. Nota: Pueden acogerse al aplazamiento los prestatarios alistados en un componente de la reserva de las Fuerzas Armadas o en la Guardia Nacional (mientras se hallan en situación de servicio activo en la Reserva del Ejército o de la Fuerza Aérea), siempre que presten servicio (1) a tiempo completo, durante un período que se prevé que dure por lo menos un año, o (2) como consecuencia de una movilización nacional.

- Presto servicio a tiempo completo en calidad de oficial en el Cuerpo de Comisionados del SERVICIO DE SALUD PÚBLICA. (La duración máxima del aplazamiento otorgado por esta razón es de tres años, ya sean calculados a partir de este tipo de servicio solamente o de éste en combinación con el servicio en las Fuerzas Armadas o en la NOAA.)

- Presto servicio en el CUERPO DE PAZ. (La duración máxima del aplazamiento es de tres años.) Para poder acogerme al aplazamiento por este motivo, deberá haber aceptado prestar servicio durante un período mínimo de un año. Nota: En lugar de que firme la Sección 4 del presente formulario un funcionario autorizado del Cuerpo de Paz, se puede aportar al acreedor constancia de la fecha de inicio del servicio en el Cuerpo de Paz y la fecha prevista de su terminación. Esta documentación deberá ser firmada y fechada por un funcionario autorizado del Cuerpo de Paz.

- Presto servicio a tiempo completo como voluntario en los PROGRAMAS ACTION. (La duración máxima del aplazamiento es de tres años.) Para poder acogerme al aplazamiento por este motivo, deberá haber aceptado prestar servicio durante un período mínimo de un año.

- Presto servicio a tiempo completo como voluntario en una ENTIDAD EXENTA DE IMPUESTOS. (La duración máxima del aplazamiento es de tres años.) Para poder acogerme al aplazamiento de pago por este motivo, debo: (1) trabajar a tiempo completo en una entidad que goza de exención impositiva al amparo de la Sección 501(c)(3) del Código de Rentas Internas de 1986; (2) ayudar a personas de escasos recursos, y a las poblaciones en que éstas residen, a eliminar la pobreza y las condiciones personales, sociales y ambientales que guarden relación con la misma; (4) abstenerse de la instrucción religiosa, el proselitismo, la recaudación de fondos en apoyo de actividades religiosas y la celebración de cultos de adoración, durante el desempeño de mis deberes, y (5) haber aceptado prestar servicio durante un período mínimo de un año.

- Presto servicio activo en la ADMINISTRACIÓN NACIONAL DE OCÉANOS Y ATMÓSFERA (NOAA). (La duración máxima del aplazamiento otorgado por esta razón es de tres años, ya sean calculados a partir de este tipo de servicio solamente o de éste en combinación con el servicio en las Fuerzas Armadas o en el Servicio de Salud Pública.)
<table>
<thead>
<tr>
<th>SECCIÓN 8: DÓNDE ENVIAR EL FORMULARIO CON LOS DATOS COMPLETOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Envíe el formulario con los datos completos, y cualquier otra documentación necesaria, a la siguiente dirección: (De no indicarse ninguna dirección, remita el formulario a su acreedor.)</td>
</tr>
<tr>
<td>Si necesita ayuda para llenar el formulario, llame al siguiente número: (De no indicarse ningún número de teléfono, llame a su acreedor.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECCIÓN 9: AVISOS IMPORTANTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aviso sobre la Ley de Confidencialidad de Información</td>
</tr>
<tr>
<td>En virtud de la Ley de Confidencialidad de Información de 1974 (Sección 552a del Título 5 del Código de Estados Unidos), es obligatorio poner a disposición del solicitante el siguiente aviso:</td>
</tr>
<tr>
<td>La autoridad para reunir la información solicitada por medio del presente formulario deriva de la Sección 421 y siguientes de la Ley de Educación Superior de 1965, según enmendada (Sección 1071 y siguientes del Título 20 del Código de Estados Unidos). La autoridad para solicitar y utilizar el número de Seguro Social del solicitante deriva de la Sección 494(a)(4) de la Ley de Educación Superior (Sección 1081(a)(4) del Título 20 del Código de Estados Unidos) y de la Sección 7701(b) del Título 30 del Código de Estados Unidos. Si bien tienen carácter voluntario tanto la participación en el Federal Family Education Loan Program (Programa FFEL) como el proporcionar el número de Seguro Social, el solicitante deberá facilitar la información solicitada, incluido el número de Seguro Social, para poder participar en el Programa.</td>
</tr>
<tr>
<td>La reunión de la información solicitada en el presente formulario (incluido el número de Seguro Social) se realiza con los siguientes fines principales: verificar la identidad del solicitante; determinar el otorgamiento, al amparo del Programa FFEL, de préstamos nuevos o de beneficios en materia del pago de préstamos existentes (como por ejemplo, el aplazamiento de pago, la indulgencia de morosidad, y la anulación o condonación de deudas); administrar los préstamos del solicitante, y, en caso de mora o incumplimiento de pago, localizarlo, exigirle el pago de la deuda e informar a las entidades competentes la condición de los préstamos. También hacemos uso del número de Seguro Social como identificador de la cuenta de préstamos del solicitante y para permitir a éste acceder electrónicamente a los datos relativos a la misma.</td>
</tr>
<tr>
<td>Al amparo de una cláusula, debidamente publicada en el sistema de registro de datos correspondiente, relativa al uso normal de la información recogida, los datos que se encuentran en el expediente del solicitante se pueden poner a disposición de terceras entidades, ya sea según las circunstancias particulares del caso o en cumplimiento de un programa de cotejo electrónico de datos. Tratándose del presente formulario, el uso normal de esta información incluye, sin carácter limitativo, la cesión de los datos a ciertas partes, señaladas abajo, a fin de hacer lo siguiente: verificar la identidad del solicitante; determinar el otorgamiento de préstamos nuevos o de beneficios en materia del pago de préstamos existentes; permitir la administración o cobro de los préstamos; hacer cumplir los términos y condiciones de los préstamos; investigar la posible comisión de fraude y verificar el cumplimiento de las normas que rigen los programas federales de ayuda económica para los estudios superiores o localizar al solicitante en caso de mora o incumplimiento de pago. Las siguientes son las partes a las que podemos destinar la información reunida: organismos federales, estatales y locales; particulares que tienen alguna relación con el solicitante, tales como familiares, empleadores actuales y pasados, socios comerciales y personales; agencias de informes crediticios; instituciones educativas y financieras, y garantes. Para informar sobre los cálculos del índice de incumplimiento de pago, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos estatales. Para facilitar el historial de ayuda económica del solicitante, podemos ceder los datos a instituciones educativas. Para ayudar a los administradores del programa a llevar un control sobre la devolución de fondos de préstamo y la anulación de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos federales o estatales. Para establecer un método estandarizado según el cual instituciones educativas pueden informar de forma eficiente sobre la dedicación de estudio del solicitante, podemos ceder los datos a garantes o a instituciones financieras y educativas. Para dar orientación al solicitante en materia del pago de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos federales, estatales o locales.</td>
</tr>
<tr>
<td>En caso de litigio, podemos enviar los datos del solicitante al Departamento de Justicia, o al tribunal, entidad jurídica, abogado, parte o testigo correspondientes, cuando dicha cesión se considere procedente y necesaria para la solución del mismo. Si estos datos, ya sean por separado o en conjunto con otra información, indican una posible violación de la ley, podemos enviarlos a las autoridades competentes, para que se tomen las medidas pertinentes. Podemos enviar la información a congresistas en caso que usted les pida ayuda con algún problema relacionado con los programasfederales de asistencia estudiantil. En caso de denuncias, quejas o medidas disciplinarias en materia de empleo, podemos ceder los datos a las entidades competentes, a fin de facilitar la adjudicación o investigación de las mismas. Si así se dispone en una convención colectiva de trabajo, podemos ceder los datos a los sindicatos debidamente reconocidos al amparo del Capítulo 71 del Título 5 del Código de Estados Unidos. Para efectos del presente formulario, dichó numero es 1845-0005. Se calcula que se necesitan, como promedio, 0.16 horas (10 minutos) por respuesta, incluido el tiempo para leer las instrucciones, buscar la información en los documentos correspondientes, reunir los datos necesarios, consignarlos en el formulario y revisarlos. Si usted tiene algún comentario sobre la exactitud de estos cálculos, o alguna sugerencia sobre cómo mejorar el presente formulario, escriba a la siguiente dirección:</td>
</tr>
</tbody>
</table>

U.S. Department of Education, Washington, DC  20202-4537 |
Si tiene preguntas sobre el estado de tramitación de su formulario, escriba a la dirección indicada en la Sección 8.
**TEMPORARY TOTAL DISABILITY DEFERMENT REQUEST**

Federal Family Education Loan Program

Use this form only if you have an outstanding balance on a Federal Family Education Loan Program loan that was made before July 1, 1993, or had a balance on a loan that was made before July 1, 1993, at the time you obtained a loan disbursed on or after July 1, 1993.

**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

**TDIS**

**SECTION 1: BORROWER IDENTIFICATION**

Please enter or correct the following information.

SSN [____|____|____|____|____|____|____]

Name ____________________________

Address ____________________________

City, State, Zip Code ____________________________

Telephone - Home ( ) ____________________________

Telephone - Other ( ) ____________________________

E-mail Address (Optional) ____________________________

**SECTION 2: DEFERMENT REQUEST**

Before answering any questions, carefully read the entire form, including the instructions and other information in Sections 5, 6, and 7. A representative may complete and sign this form on your behalf if you are unable to do so because of your disability.

- I meet the qualifications stated in Section 7 on the following page for a Temporary Total Disability Deferment and request that my loan holder defer repayment on my loans while I am TEMPORARILY TOTALLY DISABLED or while I am unable to secure employment because I am caring for a spouse or dependent who is TEMPORARILY TOTALLY DISABLED. Check the appropriate box:
  - I am disabled.
  - I am taking care of my spouse or dependent who is disabled. (For spouse or dependent disability, provide the information requested below.)

Name of Spouse or Dependent: ____________________________

Relationship to Borrower: ____________________________

**SECTION 3: BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATIONS**

- I understand that: (1) I am not required to make payments of loan principal during my deferment. Interest will not be charged on my subsidized loan(s) during my deferment. However, interest will be charged on my unsubsidized loan(s). (2) I have the option of paying the interest that accrues on my unsubsidized loan(s) during my deferment. (3) I may choose to make interest payments by checking the box below. My loan holder may capitalize interest that I do not pay during the deferment period.
  - I wish to make interest payments on my unsubsidized loan(s) during my deferment.

- (4) My deferment will begin on the date the condition that qualifies me for the deferment began. (5) My deferment will end on the earlier of the date that the condition that qualifies me for the deferment ends or the date it is expected to end, as certified by the physician who completes Section 4. However, my deferment will last no longer than 6 months after the date of my physician’s certification. (6) If my deferment does not cover all my past due payments, my loan holder may grant me a forbearance for all payments due before the begin date of my deferment—or—if the period for which I am eligible for a deferment has ended—a forbearance for all payments due at the time my deferment request is processed.

- (7) My loan holder may grant me a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my deferment request. Interest that accrues during the forbearance will not be capitalized. (8) If I am a veteran, the certification by a physician on this form is only for the purposes of establishing my eligibility to receive a deferment of a FFEL Program loan and is not for purposes of determining my eligibility for or the extent of my eligibility for Department of Veterans Affairs benefits.

- I certify that: (1) The information I provided in Sections 1 and 2 above is true and correct. (2) I will provide additional documentation to my loan holder, as required, to support my deferment status. (3) I will notify my loan holder immediately when the condition(s) that qualified me for the deferment ends. (4) I have read, understand, and meet the eligibility criteria of the deferment for which I have applied, as explained in Section 7.

- I authorize any physician, hospital, or other institution having records about the disability for which I am requesting a deferment of loan payments to make information from these records available to the holder of my loans.

- I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text message.

Signature of Borrower or Borrower’s Representative ____________________________

Name of Borrower’s Representative (if applicable) ____________________________

Address of Borrower’s Representative ____________________________

Relationship to Borrower ____________________________

Telephone ( ) ____________________________

**SECTION 4: PHYSICIAN’S CERTIFICATION**

Instructions for physician: You are being asked to complete and sign this form to certify that the borrower or the borrower’s spouse or dependent identified above in Section 2 is temporarily totally disabled. You may complete this form only if you are a doctor of medicine or osteopathy legally authorized to practice. Sign the certification only if the disabled person’s condition meets the definition of Temporary Total Disability in Section 7. Provide all requested information (you may attach additional pages). Report dates as month-day-year (MM-DD-YYYY).

- The disabled person became unable to work and earn money or attend school, or required continuous nursing or similar care on [____|____|____|____|____|____|____|____|____|____|____|____|____|____|____]. The disabling condition or care is expected to continue until [____|____|____|____|____|____|____|____|____|____|____|____|____|____|____].

- Diagnosis of the disabled person’s present medical condition (Do not use abbreviations or insurance codes): ____________________________

- I certify that, in my best professional judgment, the borrower identified above in Section 2 is unable to work and earn money or attend school for at least 60 days because of a medically determinable impairment, or the borrower’s spouse or dependent identified above in Section 2 requires continuous nursing or similar care for a period of at least 90 days. I am a doctor of medicine or osteopathy legally authorized to practice.

Physician’s Name (printed) ____________________________

Telephone ( ) ____________________________

Address ____________________________

City, State, Zip Code ____________________________

Physician’s signature ____________________________

Date ____________________________

Page 1 of 3
SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM
Type or print using dark ink. Report dates as month-day-year (MM-DD-YYYY). For example, ‘January 31, 2009’ = ‘01-31-2009’. A doctor of medicine or osteopathy legally authorized to practice must complete Section 4. If you need help completing this form, contact your loan holder.

Return the completed form and any required documentation to the address shown in Section 8.

SECTION 6: DEFINITIONS

- **Capitalization** is the addition of unpaid interest to the principal balance of my loan. The principal balance of a loan increases when payments are postponed during periods of deferment or forbearance and unpaid interest is capitalized. As a result, more interest may accrue over the life of the loan, the monthly payment amount may be higher, or more payments may be required. The chart below provides estimates for a $15,000 unsubsidized loan balance at a 9% interest rate, of the monthly payments due following a 12-month deferment. It compares the effects of paying the interest as it accrues, capitalizing the interest at the end of the deferment, and capitalizing interest quarterly and at the end of the deferment. My actual loan interest cost will depend on my interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about $18 and saves about $772 over the lifetime of the loan, as depicted in the chart below.

<table>
<thead>
<tr>
<th>Treatment of Interest Accrued During Deferment</th>
<th>Loan Amount</th>
<th>Capitalized Interest for 12 Months</th>
<th>Principal to Be Repaid</th>
<th>Monthly Payment</th>
<th>Number of Payments</th>
<th>Total Amount Repaid</th>
<th>Total Interest Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest is paid</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64*</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Interest is capitalized at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Interest is capitalized quarterly during deferment and at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

*Total amount repaid includes $1,350 of interest paid during the 12-month period of deferment.

- **A deferment** is a period during which I am entitled to postpone repayment of the principal balance of my loan(s). The federal government pays the interest that accrues during an eligible deferment for all subsidized Federal Stafford Loans and for Federal Consolidation Loans for which the Consolidation Loan application was received by my loan holder (1) on or after January 1, 1993, but before August 10, 1993, (2) on or after August 10, 1993, if it includes only Federal Stafford Loans that were eligible for federal interest subsidy, or (3) on or after November 13, 1997, for that portion of the Consolidation Loan that paid a subsidized FFEL Program loan or a subsidized Federal Direct Loan. I am responsible for the interest that accrues during this period on all other FFEL Program loans.

- **The Federal Family Education Loan (FFEL) Program** includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, and Federal Consolidation Loans.

- **Forbearance** means permitting the temporary cessation of payments, allowing an extension of time for making payments, or temporarily accepting smaller payments than previously scheduled. I am responsible for paying the interest that accrues on my loan(s) during a forbearance. If I do not pay the interest that accrues, the interest may be capitalized.

- **The holder** of my FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the U.S. Department of Education.

- **The physician** who completes Section 4 of this form must be a doctor of medicine or osteopathy legally authorized to practice.

- **Temporary Total Disability**: The disabled borrower must, because of injury or illness, be unable to work and earn money or go to school for at least 60 days in order to recover. If the disabled person is the borrower’s spouse or dependent, the disabled person must require at least 90 days of continuous nursing or similar care from the borrower. An uncomplicated pregnancy is not a qualifying condition for a pregnant borrower, or for a borrower caring for a spouse or dependent with an uncomplicated pregnancy.

SECTION 7: ELIGIBILITY CRITERIA FOR TEMPORARY TOTAL DISABILITY DEFERMENT REQUEST

To qualify for a Temporary Total Disability Deferment, I must have an outstanding balance on a FFEL Program loan which was made before July 1, 1993, or I must have had an outstanding balance on a FFEL Program loan made before January 1, 1993, when I obtained a loan disbursed on or after July 1, 1993.

I may defer repayment of my loan(s) while I am, or my spouse or dependent is, TEMPORARILY TOTALLY DISABLED. (Maximum eligibility is 3 years. Eligibility must be recertified every 6 months.)

To qualify:

- (1) I must be unable to work and earn money or go to school for at least 60 days in order to recover from an injury or illness.
- (2) I must not be requesting this deferment based on a condition that existed before I applied for my loan(s) (underlying loan(s) in the case of a Consolidation Loan), unless my condition has since substantially deteriorated, and I am now temporarily totally disabled.
- (3) I must not be requesting this deferment based on an uncomplicated pregnancy (either my pregnancy, or my spouse’s or dependent’s uncomplicated pregnancy).
- (4) I must be requesting this deferment based on the disability of my spouse or dependent, my spouse or dependent must have an injury or illness that requires at least 90 days of continuous nursing or similar care from me, which prevents me from securing full-time employment of at least 30 hours per week in a position expected to last at least 3 months.
- (5) I understand that my physician (or my spouse’s or dependent’s physician) must recertify this condition every 6 months to continue this deferment.

SECTION 8: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed deferment request and any required documentation to:
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:
(If no telephone number is shown, call your loan holder.)
SECTION 9: IMPORTANT NOTICES

Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.), and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0005. The time required to complete this information collection is estimated to average 0.16 hours (10 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education, Washington, DC 20202-4537

If you have questions regarding the status of your individual submission of this form, write directly to the address shown in Section 8.
SOLICITUD DE APLAZAMIENTO DE PAGO: INCAPACIDAD TOTAL TEMPORAL

Federal Family Education Loan ProgramSM

TDIS

Sólo utilice el presente formulario si tiene un saldo pendiente de pago en algún préstamo hecho mediante el programa de préstamos educativos Federal Family Education Loan Program (FFELSM) antes del 1 de julio de 1993, o si tenía, en el momento de obtener un préstamo que se desembolcó el 1 de julio de 1993 o posterior, un saldo pendiente de pago en algún préstamo hecho antes del 1 de julio de 1993.

AVISO: El que a sabiendas haga declaraciones falsas o engañosas en el presente formulario, o en cualquier documento adjunto al mismo, quedará sujeto a sanciones, las cuales pueden incluir las multas, el encarcelamiento o ambas penas, de conformidad con el Código Penal de EE.UU. y con la Sección 1097 del Título 20 del Código de Estados Unidos.

SECCIÓN 1: DATOS PERSONALES DEL PRESTATARIO

Favor de introducir o corregir la siguiente información:

N.º de Seguro Social ________________________________
Nombre y apellido ________________________________
Dirección __________________________________________
Ciudad, estado, código postal ________________________
Teléfono (dominio) (____) ____________________________
Teléfono (alternativo) (____) __________________________
Correo electrónico (opcional) _________________________

SECCIÓN 2: SOLICITUD DE APLAZAMIENTO DE PAGO

Antes de responder a las preguntas, lea todo el formulario detenidamente, incluyendo las indicaciones y otra información que se hallan en las Secciones 5, 6 y 7. Si usted no se encuentra en condiciones de llenar el formulario a causa de su incapacidad, algún representante suyo puede llenarlo y firmarlo de su parte.

- Cumplí con los requisitos, estipulados en la Sección 7, para acogerme al aplazamiento de pago por el motivo indicado abajo, y solicito que mi acreedor aplique el pago de mis préstamos mientras me encuentro con INCAPACIDAD TOTAL TEMPORAL o mientras me es imposible conseguir empleo a causa de los cuidados que debo prestar a mi cónyuge o dependiente que padece de INCAPACIDAD TOTAL TEMPORAL. (Marque la casilla correspondiente):
  - Estoy incapacitado.
  - Presto cuidados a mi cónyuge o dependiente que padece de incapacidad. (En tal caso, proporcione la información solicitada a continuación.)

Nombre y apellido del cónyuge o del dependiente: ________________________________
Parentesco o vínculo con el prestatario: ________________________________

SECCIÓN 3: ACEPTACIÓN, CERTIFICACIÓN Y AUTORIZACIÓN DEL PRESTATARIO

- Entiendo y acepto lo siguiente: (1) No tengo obligación de efectuar pagos al capital del préstamo durante la vigencia del aplazamiento de pago. Durante este periodo, no se me cobrarán los intereses producidos por mis préstamos que tengan subsidio de interés. Sin embargo, se me cobrarán los intereses producidos por mis préstamos que no tengan subsidio de interés. (2) Tengo la opción de pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio de interés. (3) Puedo optar por pagar el interés, marcando la casilla de abajo. Mi acreedor podrá capitalizar los intereses que no se paguen durante el periodo de aplazamiento.

- Deseo pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio de interés.

- El aplazamiento de pago entrará en vigor en la fecha de inicio de la condición que justificó el otorgamiento de tal beneficio. (5) El aplazamiento de pago vencera en la primera de las dos fechas siguientes: la fecha en que termine la condición que justificó el otorgamiento de tal beneficio o la fecha prevista de su terminación, según certifique esta fecha el médico que rellene la Sección 4. Sin embargo, el aplazamiento de pago no durará más de los seis meses posteriores a la fecha de la certificación del médico. (6) Si el aplazamiento de pago no abarca todas las cuotas atrasadas, mi acreedor puede concederme un periodo de indulgencia de morosidad que abarque las que hayan vencido antes de la fecha de entrada en vigor del aplazamiento. En caso de que haya terminado el periodo de vigencia del aplazamiento, mi acreedor puede otorgarme un periodo de indulgencia que abarque toda cuota que haya vencido hasta la fecha de tramitación de la presente solicitud. (7) Mi acreedor puede concederme, según sea necesario, un periodo de indulgencia de morosidad por una duración máxima de 60 días, por motivo de la recopilación y tramitación de los documentos relativos a mi solicitud de aplazamiento de pago. No se capitalizarán los intereses producidos durante el plazo de vigencia de este tipo de indulgencia. (8) En caso de que yo sea ex militar, la certificación aportada por un médico en el presente formulario se utilizará exclusivamente para acreditar las circunstancias que justificaron la concesión del aplazamiento del pago de mis préstamos obtenidos mediante el Programa FFEL y no para determinar mi aptitud para recibir las prestaciones ofrecidas por el Departamento de Asuntos de Veteranos de EE.UU.

- Certificado lo siguiente: (1) que la información que proporcioné en las Secciones 1 y 2, arriba, es correcta y verídica. (2) que aportaré documentación complementaria a mi acreedor, según sea necesario, que acredite las circunstancias en cuya virtud me acojo al aplazamiento de pago; (3) que avisará a mi acreedor, de forma inmediata, una vez que haya terminado las condiciones que justificaron el aplazamiento de pago, y (4) que he leído, entendido y cumplido los requisitos y condiciones cuya satisfacción es necesaria para la concesión del aplazamiento de pago por los motivos señalados en el presente formulario de solicitud, según lo expuesto en la Sección 7.

- Autorizo al médico, hospital u otra entidad que tenga información sobre la condición de incapacidad en cuya virtud solicito el aplazamiento de pago a poner dicha información a disposición de mi acreedor.

- Autorizo a la institución educativa, al acreedor, al garante, al Departamento y a sus respectivos agentes y contratistas a comunicarse conmigo respecto a mis préstamos, incluido el pago de los mismos, al número actual o futuro (si lo proporciono) de mi teléfono móvil u otro dispositivo inalámbrico, por medio de sistemas de marcado automático, mensajes de texto o mensajes de voz artificial o grabados.

Firma del prestatario o de su representante: __________________________________________
Nombre y apellido del representante del prestatario (si corresponde): ________________________________
Fecha __________________________________________
Parentesco o vínculo con el prestatario: ________________________________
Teléfono (____) ____________________________
SECCIÓN 4: CERTIFICACIÓN DEL MÉDICO U OSTEÓPATA

Instrucciones para el médico u osteópata: A usted se le solicita llenar y firmar el presente formulario, a fin de certificar que el prestatario, o el cónyuge o dependiente de éste, según identificado en la Sección 2, padece de incapacidad total temporal. Usted puede llenar el presente formulario, siempre que sea médico u osteópata legalmente autorizado para ejercer su profesión. Firme la certificación sólo si el estado de la persona con incapacidad coincide con la definición de «incapacidad total temporal» expuesta en la Sección 7. Proporcione toda la información solicitada (pueden adjuntarse hojas complementarias). Escriba las fechas en el formato mes-día-año (MM-DD-AAAA).

- La persona con incapacidad no pudo trabajar y ganar dinero, ni estudiar en un centro docente, o empezó a necesitar, de forma continua, atención de enfermería o una atención parecida, a partir del [__] de [__] de [__] al [__] de [__]. Se prevé que continúe hasta el [__] de [__] al [__] de [__] o [__] el problema de salud que da lugar a la incapacidad o la atención.

Diagnóstico del problema de salud que tiene actualmente la persona incapacitada. (No utilice ni abreviaturas ni códigos de seguro médico):

- Certifico que, a mi juicio profesional, el prestatario identificado en la Sección 2 no puede trabajar y ganar dinero, ni estudiar en un centro docente, durante un período mínimo de 60 días, a causa de un problema que puede determinarse por medios médicos, o que el cónyuge o dependiente del prestatario identificado en dicha sección necesita atención de enfermería u otra parecida, durante un período mínimo de 90 días. Soy médico u osteópata legalmente autorizado para ejercer mi profesión.

Nombre y apellido del médico u osteópata (en letra de molde)__________________________

Dirección__________________________

Teléfono (_______)__________________________

Ciudad, estado, código postal__________________________

Firma del médico u osteópata__________________________

Fecha__________________________

SECCIÓN 5: INSTRUCCIONES PARA LLENAR EL FORMULARIO

Escriba sus respuestas a máquina o con letra de molde y tinta oscura. Escriba las fechas en el formato mes-día-año (MM-DD-AAAA). Por ejemplo, «31 de enero de 2009» equivale a «01-31-2009». Debe llenar la Sección 4 un médico u osteópata legalmente autorizado para ejercer su profesión. Si usted necesita ayuda para llenar el presente formulario, comuníquese con su acreedor.

Remita el formulario con los datos completos, y cualquier documentación solicitada, a la dirección indicada en la Sección 8.

SECCIÓN 6: DEFINICIONES

- El acreedor de mis préstamos del Programa FFEL puede ser una entidad prestamista, garante o financiera (del mercado secundario), o el Departamento de Educación de EE.UU.

- El aplazamiento de pago consiste en un período durante el cual tengo derecho a posponer el pago del capital de mis préstamos. El Departamento de Educación de EE.UU. sufragará los intereses producidos durante el aplazamiento de pago deudidamente tramitado, todo Préstamo Federal Stafford con subsidio del interés y todo Préstamo Federal de Consolidación cuya solicitud llegó a mi acreedor (1) el 1 de enero de 1993 o posterior pero antes del 10 de agosto de 1993, (2) el 10 de agosto de 1993 o posterior, siempre que la solicitud incluyera sólo los Préstamos Federales Stafford que gozaban del subsidio federal del interés, o (3) el 13 de noviembre de 1997 o posterior, cuando se trate de la porción del préstamo de consolidación con la que se liquidó un préstamo educativo con subsidio del interés obtenido del Programa FFEL o del Direct Loan ProgramSM. Tengo la responsabilidad de pagar los intereses producidos durante este período por cualquier otro préstamo hecho al amparo del Programa FFEL.

- La capitalización consiste en añadir los intereses pendientes de pago al saldo de capital del préstamo. El saldo de capital del préstamo aumenta cuando se postergan los pagos, durante los períodos de aplazamiento de pago o de indulgencia de morosidad, y se capitalizan los intereses. Como resultado de esto, puede que se produzcan más intereses durante la vigencia del préstamo, que se aumente la cantidad de la cuota mensual o que se incremente el número de los pagos. En el cuadro siguiente, se presentan cálculos aproximados de las cuotas mensuales de un préstamo sin subsidio del interés, hecho por un monto de $15,000 y con una tasa de 9 por ciento, después de un período de aplazamiento de pago de 12 meses de duración. Se comparan los efectos de las diferentes maneras de tratar los intereses del préstamo: pagarlos a medida que se van produciendo, capitalizarlos al final del período de aplazamiento de pago y capitalizarlos trimestralmente y al final del período de aplazamiento de pago. El costo efectivo de los intereses de mi préstamo dependerá de la tasa de interés, de la duración del aplazamiento de pago y de la frecuencia de capitalización de los intereses. Como se puede apreciar en el cuadro, si los intereses se van pagando durante el período del aplazamiento de pago, la cuota mensual se rebaja en unos $18 y se ahorran casi $772 durante la vigencia del préstamo.

<table>
<thead>
<tr>
<th>Tratamiento de los intereses producidos durante el aplazamiento de pago</th>
<th>Cantidad del préstamo</th>
<th>Intereses capitalizados (12 meses)</th>
<th>Capital a pagar</th>
<th>Cuota mensual</th>
<th>Número de cuotas</th>
<th>Total pagado</th>
<th>Total pagado en intereses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pagar los intereses durante el aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64*</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Capitalizar los intereses al final del aplazamiento de pago</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Capitalizar los intereses cada trimestre durante el aplazamiento de pago y al final del mismo</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

* El total pagado incluye los $1,350 de intereses pagados durante los 12 meses del aplazamiento de pago.

- El Federal Family Education Loan Program (Programa FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio del interés), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.

- Incapacidad total temporal: El prestatario que tiene incapacidad deberá estar imposibilitado para trabajar y ganar dinero, o para estudiar en un centro docente, durante un período mínimo de 60 días, por estar recuperándose de una lesión o enfermedad. Si la persona incapacitada es el cónyuge o dependiente del prestatario, deberá necesitar, de forma continua, por lo menos 90 días de atención de enfermería u otra parecida por parte del prestatario. El embarazo sin complicaciones no constituirá condición que justifique la concesión del aplazamiento de pago ni a la prestataria que esté embarazada ni al prestatario que dé atención a su cónyuge o dependiente que tenga dicha clase de embarazo.

- Indulgencia de morosidad se refiere a la suspensión temporal de las cuotas del préstamo, a la prolongación del plazo de vencimiento de las cuotas o a la reducción temporal de la cantidad programada de las cuotas. Tengo la responsabilidad de pagar los intereses producidos por mis préstamos durante el período de indulgencia de morosidad. Si no pago los intereses, éstos pueden capitalizarse.

- El médico u osteópata que llene la Sección 4 del presente formulario deberá ser legalmente autorizado para ejercer su profesión.
SECCIÓN 7: REQUISITOS PARA ACORDERSE AL APLAZAMIENTO DE PAGO POR INCAPACIDAD TOTAL TEMPORAL

- Para poder acogerse al aplazamiento de pago por incapacidad total temporal, debo tener un saldo pendiente de pago en algún préstamo hecho mediante el Programa FFEL antes del 1 de julio de 1993, o debía tener, en el momento de obtener otro préstamo que se desembolsó el 1 de julio de 1993 o posterior, un saldo pendiente en algún Préstamo FFEL hecho antes del 1 de julio de 1993.

- Puedo acogerme al aplazamiento del pago de mis préstamos mientras tengo INCAPACIDAD TOTAL TEMPORAL, o mientras mi cónyuge o dependiente se halla en dicho estado. (La duración máxima del aplazamiento es de tres años. El problema de salud que justifique el otorgamiento de tal beneficio deberá volver a certificarse cada seis meses.)

Para poder acogerme al aplazamiento de pago por este motivo, debe cumplirse lo siguiente:

1. Debo estar imposibilitado para trabajar y ganar dinero, o para estudiar en un centro docente, durante un periodo de por lo menos 60 días, por estar recuperándome de una lesión o enfermedad.

2. No debo solicitar el aplazamiento de pago a base de un problema de salud que existía antes de la solicitud de mis préstamos (o cuando se trate de un préstamo de consolidación, de mis préstamos cuyos saldos se incluyeron en éste), a menos que haya habido un deterioro importante en dicho problema y me encuentre actualmente con incapacidad total temporal.

3. No debo solicitar el aplazamiento de pago a base de un embarazo sin complicaciones (ya sea el mío o el de mi cónyuge o dependiente).

4. De solicitar el aplazamiento de pago a base de la incapacidad de mi cónyuge o dependiente, éstos deben tener una lesión o enfermedad que obligue de mi parte por lo menos 90 días de atención de enfermería u otra parecida, lo cual me imposibilita para encontrar empleo a tiempo completo de al menos 30 horas semanales en un puesto que se prevé que dure como mínimo tres meses.

5. Debo entender y aceptar que mi médico u osteópata (o el de mi cónyuge o dependiente) deberá volver a certificar dicho problema de salud cada seis meses, a efectos de que siga en vigencia el aplazamiento de pago.

SECCIÓN 8: DONDE ENVIAR EL FORMULARIO CON LOS DATOS COMPLETOS

Envíe el formulario con los datos completos, y cualquier otra documentación necesaria, a la siguiente dirección:

(De no indicarse ninguna dirección, remita el formulario a su acreedor.)

Si necesita ayuda para llenar el formulario, llame al siguiente número:

(De no indicarse ningún número de teléfono, llame a su acreedor.)

SECCIÓN 9: AVISOS IMPORTANTES

Aviso sobre la Ley de Confidencialidad de Información

En virtud de la Ley de Confidencialidad de Información de 1974 (Sección 552a del Título 5 del Código de Estados Unidos), es obligatorio poner a disposición del solicitante el siguiente aviso:

La autoridad para reunir la información solicitada por medio del presente formulario deriva de la Sección 421 y siguientes de la Ley de Educación Superior de 1965, según enmendada (Sección 1071 y siguientes del Título 20 del Código de Estados Unidos). La autoridad para solicitar y utilizar el número de Seguro Social del solicitante deriva de la Sección 484(a)(4) de la Ley de Educación Superior (Sección 1091(a)(4) del Título 20 del Código de Estados Unidos) y de la Sección 7701(b) del Título 30 del Código de Estados Unidos. Si bien tienen carácter voluntario tanto la participación en el Federal Family Education Loan Program (Programa FFEL) como el proporcionar el número de Seguro Social, el solicitante deberá facilitar la información solicitada, incluido el número de Seguro Social, para poder participar en el Programa.

La reunión de la información solicitada en el presente formulario (incluido el número de Seguro Social) se realiza con los siguientes fines principales: verificar la identidad del solicitante; determinar el otorgamiento, al amparo del Programa FFEL, de préstamos nuevos o de beneficios en materia del pago de préstamos existentes (como por ejemplo, el aplazamiento de pago, la indulgencia de morosidad, y la anulación o condonación de deudas); administrar los préstamos del solicitante, y, en caso de mora o incumplimiento de pago, localizarlo, exigir el pago de la deuda e informar a las entidades competentes la condición de los préstamos. También hacemos uso del número de Seguro Social como identificador de la cuenta de préstamos del solicitante y para permitir a éste acceder electrónicamente a los datos relativos a la misma. 

Al amparo de una cláusula, debidamente publicada en el sistema de registro de datos correspondiente, relativa al uso normal de la información recogida, los datos que se encuentran en el expediente del solicitante se pueden poner a disposición de terceras entidades, ya sea según las circunstancias particulares del caso o en cumplimiento de un programa de cotejo electrónico de datos. Tratándose del presente formulario, el uso normal de esta información incluye, sin carácter limitativo, la cesión de los datos a ciertas partes, señaladas abajo, a fin de hacer lo siguiente: verificar la identidad del solicitante; determinar el otorgamiento de préstamos nuevos o de beneficios en materia del pago de préstamos existentes; permitir la administración o cobro de los préstamos; hacer cumplir los términos y condiciones de los préstamos; investigar la posible comisión de fraude y verificar el cumplimiento de las normas que rigen los programas federales de ayuda económica para los estudios superiores o localizar al solicitante en caso de mora o incumplimiento de pago. Las siguientes son las partes a las que podemos destinar la información reunida: organismos federales, estatales y locales; particulares que tienen alguna relación con el solicitante, tales como familiares, empleadores actuales y pasados, socios comerciales y personales; agencias de informes crediticios; instituciones educativas y financieras, y garantes. Para informar sobre los cálculos del índice de incumplimiento de pago, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos estatales. Para establecer un método estandarizado según el cual instituciones educativas puedan informar de forma eficiente sobre la dedicación de estudio del solicitante, podemos ceder los datos de garantes a instituciones financieras y educativas. Para dar orientación al solicitante en materia del pago de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos federales, estatales o locales. En caso de litigio, podemos enviar los datos del solicitante al Departamento de Justicia, al tribunal, entidad jurídica, abogado, parte o testigo correspondientes, cuando dicha cesión se considere procedente y necesaria para la solución del mismo. Si estos datos, ya sean por separado o en conjunto con otra información, indican una posible violación de la ley, podemos enviarlos a las autoridades competentes, para que se tomen las medidas pertinentes. Podemos enviar la información a congresistas en caso que usted les pida ayuda con algún problema relacionado con los programas federales de asistencia estudiantil. En caso de denuncias, quejas o medidas disciplinarias en materia de empleo, podemos ceder los datos a las entidades competentes, a fin de facilitar la adjudicación o investigación de las mismas. Si así se dispone en una convención colectiva de trabajo, podemos ceder los datos a los sindicatos de manera reconocida al amparo del Capítulo 71 del Título 5 del Código de Estados Unidos. Podemos poner los datos a disposición de nuestros contratistas si los necesitan para realizar funciones relacionadas con los programas en referencia. Antes de hacerlo, requerimos que el contratista ponga en práctica las medidas de protección necesarias para cumplir con la Ley de Confidencialidad de Información. Los datos también pueden cederse, de conformidad con las protecciones previstas en la Ley de Confidencialidad de información, a aquellos investigadores que reúnan los requisitos correspondientes.

Aviso sobre la Ley de Reducción de Trámites

Según lo dispuesto en la Ley de Reducción de Trámites de 1995, ninguna persona estará en la obligación de responder a un instrumento de recolección de datos que no exhiba un número de control vigente emitido por la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). Para efectos del presente formulario, dicho número es 1845-0005. Se calcula que se necesitan, como promedio, 0,16 horas (10 minutos) por respuesta, incluido el tiempo para leer las instrucciones, buscar la información en los documentos correspondientes, reunir los datos necesarios, consignarlos en el formulario y revisarlos. Si usted tiene algún comentario sobre la exactitud de estos cálculos, o alguna sugerencia sobre cómo mejorar el presente formulario, escriba a la siguiente dirección:

U.S. Department of Education, Washington, DC 20202-4537

Si tiene preguntas sobre el estado de tramitación de su formulario, escriba a la dirección indicada en la Sección 8.
UNEMPLOYMENT DEFERMENT REQUEST
Federal Family Education Loan Program

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

 SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN |__|__|__|-|__|__|-|__|__|__|__|
Name
Address
City, State, Zip Code
Telephone - Home (    )
Telephone - Other (    )
E-mail Address (Optional)

 SECTION 2: DEFERMENT REQUEST

Before answering any questions, carefully read the entire form, including the instructions and other information in Sections 4, 5, and 6.

I meet the qualifications stated in Section 6 for an Unemployment Deferral and request that my loan holder defer repayment of my loan(s). To document eligibility, complete the following:

(1) I became unemployed or began working less than full time (see definition in Section 5) on |__|__|-|__|__|-|__|__|__|__|. Except as explained in Section 3, my deferment begins on this date, unless I request my deferment to begin on the following later date: |__|__|-|__|__|-|__|__|__|__|.

(2) Check ONE of the boxes below:

(A) ☐ I am diligently seeking but unable to find full-time employment in the United States (see definitions in Section 5) in any field or at any salary or responsibility level. I am registered with a public or private employment agency if there is one within 50 miles of my current address. Further, if I am requesting an extension of an existing unemployment deferment, I have made at least 6 diligent attempts to find full-time employment in the most recent 6 months.

NOTE: School placement offices and “temporary” agencies do not qualify as public or private employment agencies.

OR

(B) ☐ I am eligible for unemployment benefits, and I have attached documentation of my eligibility for these benefits. The documentation includes my name, address, and social security number, and shows that I am eligible to receive unemployment benefits during the period for which I am requesting deferment.

 SECTION 3: BORROWER UNDERSTANDINGS, CERTIFICATIONS, AND AUTHORIZATION

I understand that:

(1) I am not required to make payments of loan principal during my deferment. Interest will not be charged on my subsidized loan(s) during my deferment. However, interest will be charged on my unsubsidized loan(s).

(2) I have the option of paying the interest that accrues on my unsubsidized loan(s) during my deferment.

(3) I may choose to make interest payments by checking the box below. My loan holder may capitalize interest that I do not pay during the deferment period.

☐ I wish to make interest payments on my unsubsidized loan(s) during my deferment.

(4) My deferment will begin on the date the condition that qualifies me for the deferment began, as shown in Section 2, Item (1), unless I request my deferment to begin on a later date. However, if this is my first unemployment deferment request for my current period of unemployment and I am not providing documentation of my eligibility for unemployment benefits, my deferment will begin no more than 6 months before the date my loan holder receives this request, even if I became unemployed or began working less than full time more than 6 months ago.

(5) My deferment will end on the earlier of the date that the condition that establishes my deferment eligibility ends or the date on which I exhaust my maximum cumulative eligibility as explained in Section 6.

(6) My deferment will last for no more than 6 months after the date my loan holder receives the deferment request. I must reapply every 6 months.

(7) My loan holder will not grant this deferment request unless all applicable sections of this form are completed and any required additional documentation is provided.

(8) If my deferment does not cover all my past due payments, my loan holder may grant me a forbearance for all payments due before the begin date of my deferment or—if the period for which I am eligible for a deferment has ended—a forbearance for all payments due at the time my deferment request is processed.

(9) My loan holder may grant me a forbearance on my loans for up to 60 days, if necessary, for the collection and processing of documentation related to my deferment request.

I certify that: (1) The information I have provided in Sections 1 and 2 above is true and correct. (2) I will provide additional documentation to my loan holder, as required, to support my deferment status. (3) I will notify my loan holder immediately when the condition(s) that qualified me for the deferment ends. (4) I have read, understand, and meet the eligibility criteria of the deferment for which I have applied, as explained in Section 6.

I authorize the school, the lender, the guarantor, the Department, and their respective agents and contractors to contact me regarding my loan(s), including repayment of my loan(s), at the current or any future number that I provide for my cellular telephone or other wireless device using automated telephone dialing equipment or artificial or prerecorded voice or text messages.

Borrower’s Signature __________________________ Date __________________________

Page 1 of 3
SECTION 4: INSTRUCTIONS FOR COMPLETING THE FORM

Type or print using dark ink. Report dates as month-day-year (MM-DD-YYYY). For example, ‘January 31, 2009’ = ‘01-31-2009’. If you are qualifying for this deferment by documenting your eligibility for unemployment benefits, attach the documentation to this form. If you need help completing this form, contact your loan holder.

Return the completed form and any required documentation to the address shown in Section 7.

SECTION 5: DEFINITIONS

I. Capitalization is the addition of unpaid interest to the principal balance of my loan. The principal balance of a loan increases when payments are postponed during periods of deferment or forbearance and unpaid interest is capitalized. As a result, more interest may accrue over the life of the loan, the monthly payment amount may be higher, or more payments may be required. The chart below provides estimates, for a $15,000 unsubsidized loan balance at a 9% interest rate, of the monthly payments due following a 12-month deferment. It compares the effects of paying the interest as it accrues, capitalizing the interest at the end of the deferment, and capitalizing interest quarterly and at the end of the deferment. My actual loan interest cost will depend on my interest rate, length of the deferment, and frequency of capitalization. Paying interest during the period of deferment lowers the monthly payment by about $18 and saves about $772 over the lifetime of the loan, as depicted in the chart below.

<table>
<thead>
<tr>
<th>Treatment of Interest Accrued During Deferment</th>
<th>Loan Amount</th>
<th>Capitalized Interest for 12 Months</th>
<th>Principal to Be Repaid</th>
<th>Monthly Payment</th>
<th>Number of Payments</th>
<th>Total Amount Repaid</th>
<th>Total Interest Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest is paid</td>
<td>$15,000.00</td>
<td>$0.00</td>
<td>$15,000.00</td>
<td>$190.01</td>
<td>120</td>
<td>$24,151.64*</td>
<td>$9,151.64</td>
</tr>
<tr>
<td>Interest is capitalized at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,350.00</td>
<td>$16,350.00</td>
<td>$207.11</td>
<td>120</td>
<td>$24,853.79</td>
<td>$9,853.79</td>
</tr>
<tr>
<td>Interest is capitalized quarterly during deferment and at the end of deferment</td>
<td>$15,000.00</td>
<td>$1,396.25</td>
<td>$16,396.25</td>
<td>$207.70</td>
<td>120</td>
<td>$24,924.09</td>
<td>$9,924.09</td>
</tr>
</tbody>
</table>

*Total amount repaid includes $1,350.00 of interest paid during the 12-month period of deferment.

II. A deferment is a period during which I am entitled to postpone repayment of the principal balance of my loan(s). The federal government pays the interest that accrues during an eligible deferment for all subsidized Federal Stafford Loans and for Federal Consolidation Loans for which the Consolidation Loan application was received by my loan holder (1) on or after January 1, 1993, but before August 10, 1993, (2) on or after August 10, 1993, if it includes only Federal Stafford Loans that were eligible for federal interest subsidy, or (3) on or after November 13, 1997, for that portion of the Consolidation Loan that paid a subsidized FFEL Program loan or a subsidized Federal Direct Loan. I am responsible for the interest that accrues during this period on all other FFEL Program loans.

III. The Federal Family Education Loan (FFEL) Program includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, and Federal Consolidation Loans.

IV. Forbearance means permitting the temporary cessation of payments, allowing an extension of time for making payments, or temporarily accepting smaller payments than previously scheduled. I am responsible for paying the interest that accrues on my loan(s) during a forbearance. If I do not pay the interest that accrues, the interest may be capitalized.

V. Full-time employment is defined as working at least 30 hours per week in a position expected to last at least 3 months.

VI. The holder of my FFEL Program loan(s) may be a lender, guaranty agency, secondary market, or the U.S. Department of Education.

SECTION 6: ELIGIBILITY CRITERIA FOR UNEMPLOYMENT DEFERMENT

I. I may defer (postpone) repayment of my loans while I am unemployed. If my first loans were made before July 1, 1993, my maximum cumulative eligibility for Unemployment Deferments is 24 months. If I did not have an outstanding FFEL Program Loan as of the date I obtained a loan on or after July 1, 1993, my maximum cumulative eligibility is 36 months.

II. To qualify:

   (1) I am diligently seeking but unable to find full-time employment in the United States (see definitions in Section 5) in any field or at any salary or responsibility level. I am registered with a public or private employment agency if there is one within 50 miles of my current address. School placement offices and “temporary” agencies do not qualify as public or private employment agencies. Further, if I am requesting an extension of an existing unemployment deferment, I have made at least 6 diligent attempts to find full-time employment in the most recent 6 months. (Complete Item (A) in Section 2.)

   OR

   (2) I am eligible for unemployment benefits, and I have attached documentation of my eligibility for these benefits. The documentation includes my name, address, and social security number, and shows that I am eligible to receive unemployment benefits during the period for which I am requesting deferment. (Complete Item (B) in Section 2.)

SECTION 7: WHERE TO SEND THE COMPLETED DEFERMENT REQUEST

Return the completed deferment request and any required documentation to:
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:
(If no telephone number is shown, call your loan holder.)
Privacy Act Notice
The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.), and the authorities for collecting and using your Social Security Number (SSN) are §484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice
According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0005. The time required to complete this information collection is estimated to average 0.16 hours (10 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education, Washington, DC 20202-4537

If you have questions regarding the status of your individual submission of this form, write directly to the address shown in Section 7.
SECCIÓN 1: DATOS PERSONALES DEL PRESTATARIO

Favor de introducir o corregir la siguiente información:
N.º de Seguro Social [ ] – [ ] – [ ] – [ ]
Nombre y apellido
Dirección
Ciudad, estado, código postal
Teléfono (domicilio) ( )
Teléfono (alternativo) ( )
Correo electrónico (opcional)

SECCIÓN 2: SOLICITUD DE APLAZAMIENTO DE PAGO

Antes de responder a las preguntas, lea todo el formulario detenidamente, incluyendo las indicaciones y otra información que se hallan en las Secciones 4, 5 y 6.

- Cumplí con los requisitos, estipulados en la Sección 6, para acogerme al aplazamiento de pago por el motivo indicado abajo, y solicito que mi acreedor aplague el pago de mis préstamos. Para justificar la solicitud, diligencie lo siguiente:
  (1) Me quedé sin empleo o dejé de trabajar a tiempo completo (vea la definición en la Sección 5) el [ ] – [ ] – [ ] – [ ] Salvo en las circunstancias estipuladas en la Sección 3, el aplazamiento de pago entrará en vigor en la fecha antedicha, a menos que solicite que entre en vigor en la fecha posterior indicada a continuación: [ ] – [ ] – [ ] – [ ]
  (2) Marque solamente UNA de las casillas siguientes:
    (A) [ ] Actualmente busco empleo de forma diligente, pero no he podido encontrar ninguno que sea de tiempo completo y que esté ubicado en los Estados Unidos (vea la definición en la Sección 5), sin importar el sector laboral ni el nivel de compensación o de responsabilidad. Si hay alguna agencia de empleo, ya sea pública o privada, que quede a 50 millas de mi domicilio actual, me he inscrito ante la misma. Además, en caso de solicitar una prolongación del aplazamiento de pago al que estoy actualmente acogido por motivos de desempleo, hago constar que, durante los últimos seis meses, he intentado con diligencia, por lo menos seis veces, encontrar empleo de tiempo completo.
    NOTA: La oficina de colocación laboral de las instituciones educativas y las agencias de empleo temporal no constituyen agencias de empleo públicas o privadas.
    (B) [ ] Tengo derecho a recibir compensación por desempleo, y he adjuntado constancia al efecto. Esta documentación incluye mi nombre y apellido, dirección y número de Seguro Social, y hace constar mi derecho a recibir dicha compensación durante el período para el cual solicito el aplazamiento de pago de mis préstamos.

SECCIÓN 3: ACEPTACIÓN, CERTIFICACIÓN Y AUTORIZACIÓN DEL PRESTATARIO

- Entiendo y acepto lo siguiente:
  (1) No tengo obligación de efectuar pagos al capital del préstamo durante la vigencia del aplazamiento de pago. Durante este período, no se me cobrarán los intereses producidos por mis préstamos que tengan subsidio del interés. Sin embargo, se me cobrarán los intereses producidos por mis préstamos que no tengan subsidio del interés.
  (2) Tengo la opción de pagar, durante el aplazamiento de pago, los intereses producidos por mis préstamos que no tengan subsidio del interés.
  (3) Puedo optar por pagar el interés, marcando la casilla de abajo. Mi acreedor podrá capitalizar los intereses que no se paguen durante el período de aplazamiento.
  (4) El aplazamiento de pago entrará en vigor en la fecha de inicio de la condición que justificó el otorgamiento de tal beneficio, según indicada en el subapartado (1) de la Sección 2, a menos que solicite que entre en vigor en una fecha posterior. Sin embargo, si la presente es mi primera solicitud que corresponde al período actual de desempleo, y no aporté documentación que acredite mi derecho a recibir subsidios por desempleo, el aplazamiento empezará no más de seis meses antes de que mi acreedor reciba la solicitud, aunque haga más de seis meses que quede desempleado o que dejé de trabajar a tiempo completo.
  (5) El aplazamiento de pago vencera en la primera de las dos fechas siguientes: la fecha en que termine la condición que justificó el otorgamiento de tal beneficio o la fecha en que se agote el periodo máximo acumulado al que tengo derecho a gozar del aplazamiento, según se explica en la Sección 6.
  (6) El aplazamiento no durará más de los seis meses siguientes a la fecha de mi solicitud. Deberé volver a presentar la solicitud cada seis meses, para que siga en vigencia el aplazamiento de pago.
  (7) Mi acreedor no otorgará el aplazamiento de pago, a menos que estén debidamente diligenciadas todas las secciones del presente formulario y se aporte la documentación complementaria que se solicite.
  (8) Si el aplazamiento de pago no abarca todas las cuotas atrasadas, mi acreedor puede concederme un período de indulgencia de morosidad que abarque las que hayan vencido antes de la fecha de entrada en vigor del aplazamiento. En caso de que haya terminado el período de vigencia del aplazamiento, mi acreedor puede otorgarme un período de indulgencia que abarque toda cuota que haya vencido hasta la fecha de tramitación de la presente solicitud.
  (9) Mi acreedor puede concederme, según sea necesario, un período de indulgencia de morosidad por una duración máxima de 60 días, por motivo de la recopilación y tramitación de los documentos relativos a mi solicitud de aplazamiento de pago. No se capitalizarán los intereses producidos durante el plazo de vigencia de este tipo de indulgencia.

- Certificado lo siguiente: (1) que la información que proporcioné en las Secciones 1 y 2, arriba, es correcta y verídica; (2) que aportaré documentación complementaria a mi acreedor, según sea necesario, que acredite las circunstancias en cuya virtud me acojo al aplazamiento de pago; (3) que aclararé a mi acreedor, de forma inmediata, una vez que hayan terminado las condiciones que justificaron el aplazamiento de pago, y (4) que he leído, entendido y cumplido los requisitos y condiciones cuya satisfacción es necesaria para la concesión del aplazamiento de pago por los motivos señalados en el presente formulario de solicitud, según lo expuesto en la Sección 6.

- Autorizo a la institución educativa, al acreedor, al garante, al Departamento y a sus respectivos agentes y contratistas a comunicarse conmigo respecto a mis préstamos, incluido el pago de los mismos, al número actual o futuro (si lo proporciono) de mi teléfono móvil u otro dispositivo inalámbrico, por medio de sistemas de marcado automático, mensajes de texto o mensajes de voz artificial o grabados.

Firma del prestataria

Fecha

FORMULARIO APROBADO
N.º de OMB: 1845-0005
SECCIÓN 6: REQUISITOS PARA ACOGERSE AL APLAZAMIENTO DE PAGO POR DESEMPLEO

Para poder acogerse al aplazamiento de pago por desempleo, debe cumplirse lo siguiente:

1. Actualmente busco empleo de forma diligente, pero no he podido encontrar ninguno que sea de tiempo completo y que esté ubicado en los Estados Unidos (vea la definición en la Sección 5), sin importar el sector laboral ni el nivel de compensación o de responsabilidad. Si hay alguna agencia de empleo, ya sea pública o privada, que quede a 50 millas de mi domicilio actual, me he inscrito ante la misma. La oficina de colocación laboral de las instituciones educativas y las agencias de empleo temporal no constituyen agencias de empleo públicas o privadas. Además, en caso de solicitar una prolongación del aplazamiento de pago al que estoy actualmente acogido por motivos de desempleo, hago constar que, durante los últimos seis meses, he intentado con diligencia, por lo menos seis veces, encontrar empleo de tiempo completo. (Marque la casilla correspondiente al subapartado [A] en la Sección 2.)

2. Tengo derecho a recibir compensación por desempleo, y he adjuntado constancia al efecto. Esta documentación incluye mi nombre y apellido, dirección y número de Seguro Social, y hace constar mi derecho a recibir dicha compensación durante el período para el cual solicito el aplazamiento de pago de mis préstamos. (Marque la casilla correspondiente al subapartado [B] en la Sección 2.)
SECCIÓN 7: DÓNDE ENVIAR EL FORMULARIO CON LOS DATOS COMPLETOS

Envié el formulario con los datos completos, y cualquier otra documentación necesaria, a la siguiente dirección:
(De no indicarse ninguna dirección, remita el formulario a su acreedor.)

SECCIÓN 8: AVISOS IMPORTANTES

Aviso sobre la Ley de Confidencialidad de Información

En virtud de la Ley de Confidencialidad de Información de 1974 (Sección 552a del Título 5 del Código de Estados Unidos), es obligatorio poner a disposición del solicitante el siguiente aviso:

La autoridad para reunir la información solicitada por medio del presente formulario deriva de la Sección 421 y siguientes de la Ley de Educación Superior de 1965, según enmendada (Sección 1071 y siguientes del Título 20 del Código de Estados Unidos). La autoridad para solicitar y utilizar el número de Seguro Social del solicitante deriva de la Sección 484(a)(4) de la Ley de Educación Superior (Sección 1091(a)(4) del Título 20 del Código de Estados Unidos) y de la Sección 7701(b) del Título 30 del Código de Estados Unidos. Si bien tienen carácter voluntario tanto la participación en el Federal Family Education Loan Program (Programa FFEL) como el proporcionar el número de Seguro Social, el solicitante deberá facilitar la información solicitada, incluido el número de Seguro Social, para poder participar en el Programa.

La reunión de la información solicitada en el presente formulario (incluido el número de Seguro Social) se realiza con los siguientes fines principales: verificar la identidad del solicitante; determinar el otorgamiento, al amparo del Programa FFEL, de préstamos nuevos o de beneficios en materia del pago de préstamos existentes (como por ejemplo, el aplazamiento de pago, la indulgencia de morosidad, y la anulación o condonación de deudas); administrar los préstamos del solicitante, y, en caso de mora o incumplimiento de pago, localizarlo, exigir el pago de la deuda e informar a las entidades competentes la condición de los préstamos. También hacemos uso del número de Seguro Social como identificador de la cuenta de préstamos del solicitante y para permitir a éste acceder electrónicamente a los datos relativos a la misma.

Al amparo de una cláusula, debidamente publicada en el sistema de registro de datos correspondiente, relativa al uso normal de la información recogida, los datos que se encuentran en el expediente del solicitante se pueden poner a disposición de terceras entidades, ya sea según las circunstancias particulares del caso o en cumplimiento de un programa de cotejo electrónico de datos. Tratándose del presente formulario, el uso normal de esta información incluye, sin carácter limitativo, la cesión de los datos a ciertas partes, señaladas abajo, a fin de hacer lo siguiente: verificar la identidad del solicitante; determinar el otorgamiento de préstamos nuevos o de beneficios en materia del pago de préstamos existentes; permitir la administración o cobro de los préstamos; hacer cumplir los términos y condiciones de los préstamos; investigar la posible comisión de fraude y verificar el cumplimiento de las normas que rigen los programas federales de ayuda económica para los estudios superiores o localizar al solicitante en caso de mora o incumplimiento de pago. Las siguientes son las partes a las que podemos destinar la información reunida: organismos federales, estatales y locales; particulares que tienen alguna relación con el solicitante, tales como familiares, empleadores actuales y pasados, socios comerciales y personales; agencias de informes crediticios; instituciones educativas y financieras, y garantes. Para informar sobre los cálculos del índice de incumplimiento de pago, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos estatales. Para facilitar el historial de ayuda económica del solicitante, podemos ceder los datos a instituciones educativas. Para ayudar a los administradores del programa a llevar un control sobre la devolución de fondos de préstamo y la anulación de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos federales o estatales. Para establecer un método estandarizado según el cual instituciones educativas puedan informar de forma eficiente sobre la dedicación de estudio del solicitante, podemos ceder los datos a garantes o a instituciones financieras y educativas. Para dar orientación al solicitante en materia del pago de préstamos, podemos ceder los datos a garantes, a instituciones financieras y educativas, o a organismos federales, estatales o locales.

En caso de litigio, podemos enviar los datos del solicitante al Departamento de Justicia, o al tribunal, entidad jurídica, abogado, parte o testigo correspondientes, cuando dicha cesión se considere procedente y necesaria para la solución del mismo. Si estos datos, ya sean por separado o en conjunto con otra información, indican una posible violación de la ley, podemos enviarlos a las autoridades competentes, para que se tomen las medidas pertinentes. Podemos enviar la información a congresistas en caso que usted les pida ayuda con algún problema relacionado con los programas federales de asistencia estudiantil. En caso de denuncias, quejas o medidas disciplinarias en materia de empleo, podemos ceder los datos a las entidades competentes, a fin de facilitar la adjudicación o investigación de las mismas. Si así se dispone en una convención colectiva de trabajo, podemos ceder los datos a los sindicatos debidamente reconocidos al amparo del Capítulo 71 del Título 5 del Código de Estados Unidos. Podemos poner los datos a disposición de nuestros contratistas si los necesitan para realizar funciones relacionadas con los programas en referencia. Antes de hacerlo, requerimos que el contratista ponga en práctica las medidas de protección necesarias para cumplir con la Ley de Confidencialidad de Información. Los datos también pueden cederse, de conformidad con las protecciones previstas en la Ley de Confidencialidad de Información, a aquellos investigadores que reúnan los requisitos correspondientes.

Aviso sobre la Ley de Reducción de Trámites

Según lo dispuesto en la Ley de Reducción de Trámites de 1995, ninguna persona estará en la obligación de responder a un instrumento de recolección de datos que no exhiba un número de control vigente emitido por la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). Para efectos del presente formulario, dicho número es 1845-0005. Se calcula que se necesitarán, como promedio, 0,16 horas (10 minutos) por respuesta, incluido el tiempo para leer las instrucciones, buscar la información en los documentos correspondientes, reunir los datos necesarios, consignarlos en el formulario y revisarlos. Si usted tiene algún comentario sobre la exactitud de estos cálculos, o alguna sugerencia sobre cómo mejorar el presente formulario, escriba a la siguiente dirección:

U.S. Department of Education, Washington, DC 20202-4537

Si tiene preguntas sobre el estado de tramitación de su formulario, escriba a la dirección indicada en la Sección 7.
CHILD CARE PROVIDER LOAN FORGIVENESS
FORBEARANCE FORM

Federal Family Education Loan Program/William D. Ford Federal Direct Loan Program

This forbearance form should only be used by individuals who previously received loan forgiveness under this program and are requesting additional loan forgiveness.

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN |__|__|__|-|__|__|-|__|__|__|__|
Name __________________________
Address __________________________
City, State, Zip __________________
Telephone - Home ( ) _____________
Telephone - Other ( ) _____________
E-mail (optional) __________________

SECTION 2: GENERAL INFORMATION AND INSTRUCTIONS FOR FORBEARANCE REQUEST

• Complete this forbearance form only if you have previously received benefits from the Child Care Provider Loan Forgiveness Program.

• The Child Care Provider Loan Forgiveness Program is a demonstration program that is intended to bring more highly trained individuals into the early child care profession and to keep those child care providers for longer periods of time. Under this program, individuals who work full-time in certain child care facilities that serve low-income families and meet other qualifications may be eligible to have up to 100 percent of their FFEL and/or Direct Loan program loans forgiven. See Sections 5 and 6 for more detailed information.

• Before completing this Child Care Provider Loan Forgiveness Forbearance Form, read the entire form including the definitions, program eligibility requirements, and terms and conditions in Sections 4, 5, and 6.

• Type or print using dark ink. Provide all requested information. Show dates as MM-DD-YYYY (for example, “January 1, 2006” = “01-01-2006”).

• Return the completed form to the address shown in Section 8. If no address is shown in Section 8, return the completed form to your loan holder. If you are applying for forbearance of loans that are held by different loan holders, you must submit a separate Child Care Provider Forbearance form to each loan holder.

SECTION 3: FORBEARANCE REQUEST, UNDERSTANDINGS, AND CERTIFICATIONS

• I request forbearance of payments on my eligible loan(s) while I am performing my qualifying child care service.

• I understand that: (1) this forbearance is granted in twelve-month increments and that I must reapply for it each year during the five consecutive years of required employment; (2) during the forbearance period, my principal and interest payments may be postponed, but interest continues to accrue and that interest which accrues during the forbearance will be my responsibility if I do not receive forgiveness; (3) any unpaid interest that accrues during the forbearance period may be capitalized, as permitted by law; (4) receiving forbearance does not guarantee that I will receive loan forgiveness benefits; and (5) If I am past due on payments not covered by this forbearance, my loan holder may grant me a separate forbearance to resolve the delinquency on those past due payments at the time this request for forbearance is processed.

• I certify that: (1) the information I provided in this section is true and correct; (2) upon termination of the forbearance, I agree to repay the loan(s) according to the terms of my promissory note(s) and repayment schedule(s); (3) I will notify my loan holder immediately if my qualifying employment at a qualifying child care facility ends; and (4) I meet the eligibility requirements and have read and understand the terms and conditions for the Child Care Provider Loan Forgiveness Program as explained in Sections 5 and 6.

I intend to work full-time, at least 30 hours per week, as a child care provider providing child care services in a facility that serves a low income community for the next twelve months from ___-___-___ to ___-___-___-___. The child care facility at which I intend to perform my qualifying employment is the following:

Child Care Facility's Name _______________________
Telephone _______________________

Child Care Facility's Address (Street, City, State, Zip) _______________________

Borrower’s Signature _______________________
Date _______________________

Page 1 of 3
SECTION 4: DEFINITIONS

- Capitalization is the addition of unpaid interest to the principal balance of a loan. It will increase the principal and total cost of the loan.
- A child care facility means a facility, including a home, that provides child care services, and meets applicable State or local government licensing, certification, approval, or registration requirements and serves a low-income community.
- A child care provider is a person who provides child care services in a child care facility and has an associate’s or bachelor’s degree in the field of early childhood education or child care awarded by an institution of higher education.
- Child care services means activities and services provided for the education and care of children from birth through age 5 by an individual who has an associate’s or bachelor’s degree in early childhood education.
- Consecutive years of employment means maintaining full-time employment, after October 7, 1998 and after receiving your associate’s or bachelor’s degree in early childhood education or child care, for successive, uninterrupted 12-month periods as a child care provider in a child care facility.
- Early childhood education means education in the areas of early child education or child care, or any other educational area related to child care that the Secretary of Education determines appropriate.
- Eligible loans are Federal Stafford Loans (subsidized and unsubsidized), Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), and Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans) that were made (1) on or after October 7, 1998, (2) for the purpose of obtaining your associate’s or bachelor’s degree in early childhood education or child care, and (3) before beginning your qualifying service. (Federal PLUS Loans, Direct PLUS Loans, Federal Consolidation Loans, and Direct Consolidation Loans are not eligible.) Any loans received for a master’s degree are not eligible loans.
- A forbearance is a temporary cessation of payments, an extension of time for making payments, or temporary acceptance of smaller payments than previously scheduled. The borrower is responsible for any interest that accrues on a loan during forbearance. If the borrower does not pay the interest that accrues on the loan, the interest may be capitalized.
- Full-time means working as a child care provider in a child care facility at least 30 hours per week.
- The holder of a FFEL Program loan may be a lender, guaranty agency, or the U.S. Department of Education. The holder of a Direct Loan Program loan is the U.S. Department of Education.
- An institution of higher education means a nationally accredited public or nonprofit private institution that is legally authorized by a State to provide postsecondary educational programs that lead to an associate’s or bachelor’s degree.
- A low-income community means a community in which at least 70 percent of the individuals are from families that earn less than 85 percent of the State median household income. For the purposes of this loan forgiveness program, community means the children who receive child care at the child care facility.

SECTION 5: ELIGIBILITY REQUIREMENTS

- You must have been a new borrower with eligible loans. For the purpose of this loan forgiveness program, you were considered a new borrower if you had no outstanding balance on a FFEL and/or a Direct Loan program loan on October 7, 1998, or on the date that you obtained a FFEL or a Direct Loan program loan after October 7, 1998.
- You must have received an associate’s degree or bachelor’s degree in the field of early childhood education or child care that was awarded from an institution of higher education after October 7, 1998.
- If you graduated from an institution of higher education in an area of study other than early childhood education or child care and later returned to postsecondary education in order to obtain an associate’s or bachelor’s degree in early childhood education or child care, you can only receive forgiveness on eligible loans obtained for a maximum of two of the academic years required to obtain the associate’s or bachelor’s degree in early childhood education or child care.
- You may not receive benefits for the same child care services under both Subtitle D of Title I of the National and Community Service Act of 1990 (Americorps) and this Child Care Provider Loan Forgiveness Program.
- You must reapply each year to be considered for additional loan forgiveness benefits and the related forbearance. An application or forbearance request for one year does not qualify you for loan forgiveness or the related forbearance in a later year.

SECTION 6: TERMS AND CONDITIONS

- The total amount of all your eligible loans (principal and interest, including interest that accrued during an approved forbearance period) may be forgiven as follows:
  - 20 percent after completing two consecutive years (24 months) of qualifying employment.
  - 20 percent after completing the third consecutive year (36 months) of qualifying employment.
  - 30 percent after completing the fourth consecutive year (48 months) of qualifying employment.
  - 30 percent after completing the fifth consecutive year (60 months) of qualifying employment.
- If you are eligible for forbearance while you are performing the eligible full-time child care service in a child care facility that serves a low-income community, your loan holder must provide you with a forbearance of repayment of your eligible loans(s) while you are in qualifying employment unless you are in a deferment status on the loan(s). Forbearance allows you to cease making payments while you are performing this service.
- Your loan holder does not refund any payments that you made or that were made on your behalf before or after you were determined to be eligible for loan forgiveness under this program.
- If you receive forbearance based on any false, fictitious, or fraudulent statements that you knowingly make on this form or on any accompanying documentation, you may be subject to civil and criminal penalties under applicable federal law.
SECTION 7: IMPORTANT NOTICES

Privacy Act Disclosure Notice: The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are 428(b)(2)(A) et seq. and 451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1078(b)(2)(A) et seq. and 20 U.S.C. 1087a et seq.) and the authority for collecting and using your Social Security Number (SSN) is 484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)). Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program and/or Direct Loan Program, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed to third parties as authorized under routine uses in the appropriate systems of records. The routine uses of this information include its disclosure to federal, state, or local agencies, to other federal agencies under computer matching programs, to agencies that we authorize to assist us in administering our loan programs, to private parties such as relatives, present and former employers, business and personal associates, to credit bureau organizations, to financial and educational institutions, to guaranty agencies, and to contractors in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, to locate you if you become delinquent in your loan payments or if you default, to provide default rate calculations, to provide financial aid history information, to assist program administrators with tracking refunds and cancellations, or to provide a standardized method for educational institutions efficiently to submit student enrollment status.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0057. The time required to complete this information collection is estimated to average 0.33 hours (20 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4651

If you have any questions regarding the status of your individual submission of this form, contact your loan holder in Section 8 of this form.

SECTION 8: WHERE TO SEND THE COMPLETED FORBEARANCE REQUEST

Return the completed forbearance request and any attachments to:  
(If no address is shown, return to your loan holder)

If you need help completing this form, call:  
(If no telephone number is shown, call your loan holder)
CHILD CARE PROVIDER LOAN FORGIVENESS APPLICATION
FOR RENEWAL BENEFITS

Federal Family Education Loan Program/William D. Ford Federal Direct Loan Program

This application should only be used by individuals who previously received loan forgiveness under this program and are requesting additional loan forgiveness.

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or any accompanying documents is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN ________-____-____
Name ____________________________
Date of Birth ________-____-____
Address ____________________________
City, State, Zip ____________________________
Telephone - Home ( ) ____________________________
Telephone - Other ( ) ____________________________
E-mail (optional) ____________________________

SECTION 2: BORROWER'S LOAN FORGIVENESS REQUEST AND CERTIFICATIONS

The borrower must complete this section.

Before completing this section, read the entire form, including the instructions, definitions, eligibility requirements, and terms and conditions in Sections 5, 6, 7, and 8 of this form.

• I am completing this application for Child Care Provider Loan Forgiveness for renewal benefits. (Only individuals who have previously received benefits from the Child Care Provider Loan Forgiveness Program may apply for additional forgiveness. Loan forgiveness under this program is not available for any other borrowers.)

• I am requesting forgiveness of my eligible FFEL and/or Direct Loan program loans, up to the maximum amount for which I am eligible, based on my employment as a full-time child care provider in a child care facility providing services to a low-income community. (See the definitions in Section 6.)

• Please be sure to complete each item:

  1. My early childhood education or child care degree is: □ an associate’s degree □ a bachelor’s degree

  2. I received my associate’s or bachelor’s degree in early childhood education or child care on ________-____-____

• I certify that: (1) I had no outstanding balance on a FFEL or Direct Loan program loan on October 7, 1998, or had no outstanding balance on a FFEL or Direct Loan program loan on the date I obtained a loan after October 7, 1998; (2) I received the loan(s) for which I am seeking forgiveness for the purpose of completing my associate’s or bachelor’s degree in early childhood education or child care and before I began my qualifying service as a child care provider; (3) I have not received a benefit through the Americorps Program under Subtitle D of Title I of the National and Community Service Act of 1990 for the same child care service for which I am seeking forgiveness of my eligible FFEL or Direct Loan program loans; (4) I have read, understand, and meet all of the definitions and eligibility requirements in Sections 6 and 7 of this form; and (5) the information that I have provided on this form is true and correct.

Borrower’s Signature ____________________________ Date ____________________________

SECTION 3: DIRECTOR’S/OWNER’S CERTIFICATION

The Director/Owner must complete this section.

Before completing this section, read the General Information and Instructions in Section 5 and Definitions in Section 6.

I certify that: (1) the borrower named above was employed full-time, after October 7, 1998 and after receiving his or her associate’s or bachelor’s degree as a child care provider for (circle one) 1 2 3 4 5 consecutive years from ________-____-____ to ________-____-____ at the child care facility identified below that serves a low-income community, and (2) the child care facility, named below, meets applicable State or local government licensing, certification, approval, or registration requirements.

Child Care Facility’s Name

Child Care Facility’s Address (Street, City, State, Zip)

Director’s/Owner’s Name/Title (Printed)

Director’s/Owner’s Signature ____________________________ Date ____________________________

SECTION 4: FORBEARANCE REQUEST

To maximize your future benefit under this program, you may request forbearance of repayment while you are performing the eligible full-time child care service in a child care facility that serves a low-income community. However, receiving forbearance does not guarantee that you will receive loan forgiveness benefits. To request a forbearance on your loan(s) while you are providing full-time child care services for the next year, contact your loan holder who can determine your eligibility.
SECTION 5: GENERAL INFORMATION AND INSTRUCTIONS

- If you are a new applicant for loan forgiveness under this demonstration program, we regret to inform you that no additional funding was provided for this program; therefore, we are no longer accepting applications for new applicants.
- The Child Care Provider Loan Forgiveness Program is a demonstration program that is intended to bring more highly trained individuals into the early child care profession and to keep those child care providers for longer periods of time. Under this program, individuals who work full-time in certain child care facilities that serve low-income families and meet other qualifications may be eligible to have up to 100 percent of their FFEL and/or Direct Loan program loans forgiven. See this section and Sections 6, 7, and 8 for more detailed information.
- Before completing Section 2, carefully read the entire form, including the information on pages 2-3. Type or print using dark ink. Show dates as MM-DD-YYYY (for example, show “January 1, 2006” as “01-01-2006”).
- The director of the child care facility at which you work must complete Section 3 of this form. If the child care facility is your home or you are self-employed, you must complete Section 3 as the owner and attach documentation that shows that you met your State or local government licensing, certification, approval, or registration requirements if required by state or local law. If you worked for more than one eligible child care facility during any year(s) for which you are requesting forgiveness, you must secure a separate certification of eligibility from the director of each child care facility.
- Keep a copy of this form and any documentation that you send with this form for your records.
- Return the completed form to the address shown in Section 10 of this form.

SECTION 6: DEFINITIONS

- Capitalization is the addition of unpaid interest to the principal balance of a loan. It will increase the principal and total cost of the loan.
- A child care facility means a facility, including a home, that provides child care services, and meets applicable State or local government licensing, certification, approval, or registration requirements and serves a low-income community.
- A child care provider is a person who provides child care services in a child care facility and has an associate's degree or bachelor's degree in the field of early childhood education or child care awarded by an institution of higher education.
- Child care services means activities and services provided for the education and care of children from birth through age 5 by an individual who has an associate's degree or bachelor's degree in early childhood education.
- Consecutive years of employment means maintaining full-time employment, after October 7, 1998 and after receiving your associate's degree or bachelor's degree in early childhood education or child care, for successive, uninterrupted 12-month periods as a child care provider in a child care facility.
- The director or owner is the official in your child care facility with responsibility for supervising your employment as a child care provider and who has access to records relating to your experience and qualifications for providing child care services.
- Early childhood education means education in the areas of early childhood education or child care, or any other educational area related to child care that the Secretary of Education determines appropriate.
- Eligible loans are Federal Stafford Loans (subsidized and unsubsidized), Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), and Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans) that were made: (1) on or after October 7, 1998, (2) for the purpose of obtaining your associate’s degree or bachelor’s degree in early childhood education or child care, and (3) before beginning your qualifying service. (Federal PLUS Loans, Direct PLUS Loans, Federal Consolidation Loans, and Direct Consolidation Loans are not eligible.) Any loans received for a master’s degree are not eligible loans.
- A forbearance is a temporary cessation of payments, an extension of time for making payments, or temporary acceptance of smaller payments than previously scheduled. The borrower is responsible for any interest that accrues on a loan during forbearance. If the borrower does not pay the interest that accrues on the loan, the interest may be capitalized.
- Full-time means working as a child care provider in a child care facility at least 30 hours per week.
- The holder of a FFEL Program loan may be a lender, guaranty agency, or the U.S. Department of Education. The holder of a Direct Loan Program loan is the U.S. Department of Education.
- An institution of higher education means a nationally accredited public or nonprofit private institution that is legally authorized by a State to provide postsecondary educational programs that lead to an associate's or bachelor's degree.
- A low-income community means a community in which at least 70 percent of the individuals are from families that earn less than 85 percent of the State median household income. For the purposes of this loan forgiveness program, community means the children who receive child care at the child care facility.

SECTION 7: ELIGIBILITY REQUIREMENTS

- You must have been a new borrower with eligible loans. For the purpose of this loan forgiveness program, you are considered a new borrower if you had no outstanding balance on a FFEL and/or a Direct Loan program loan on October 7, 1998, or on the date that you obtained a FFEL and/or a Direct Loan program loan after October 7, 1998.
- You must have received an associate's degree or bachelor's degree in the field of early childhood education or child care that was awarded from an institution of higher education after October 7, 1998.
- You may not apply for Child Care Provider Loan Forgiveness renewal benefits until you have: (1) three (36 months), four (48 months) or five (60 months) consecutive years as a child care provider in a facility that serves a low-income community.
- If you graduated from an institution of higher education in an area of study other than early childhood education or child care and later returned to postsecondary education in order to obtain an associate’s degree or bachelor’s degree in early childhood education or child care, you can only receive forgiveness on eligible loans obtained for a maximum of two of the academic years required to obtain the associate's or bachelor's degree in early childhood education or child care.
- As a renewal applicant, you must have been previously determined to meet the eligibility requirements for this loan forgiveness program and have completed at least your third consecutive year as a full-time child care provider.
- You may not receive benefits for the same child care services under both Subtitle D of Title I of the National and Community Service Act of 1990 (Americorps) and this Child Care Provider Loan Forgiveness Program.
- You must reapply each year to be considered for additional loan forgiveness benefits. An application for one year does not qualify you for loan forgiveness in a later year.
SECTION 8: TERMS AND CONDITIONS

- You have already received your associate’s or bachelor’s degree in early childhood education or child care and have worked at least 2 years (24 months) after you received your associate’s or bachelor’s degree.
- The total amount of all your eligible loans (principal and interest, including interest that accrued during an approved forbearance period) may be forgiven as follows:
  - 20 percent after completing two consecutive years (24 months) of qualifying employment.
  - 20 percent after completing the third consecutive year (36 months) of qualifying employment.
  - 30 percent after completing the fourth consecutive year (48 months) of qualifying employment.
  - 30 percent after completing the fifth consecutive year (60 months) of qualifying employment.
- Your loan holder does not refund any payments that you made or that were made on your behalf before or after you were determined to be eligible for loan forgiveness under this program.
- If you receive loan forgiveness based on any false, fictitious, or fraudulent statements that you knowingly make on this form or on any accompanying documentation, you may be subject to civil and criminal penalties under applicable federal law.

SECTION 9: IMPORTANT NOTICES

Privacy Act Disclosure Notice: The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are 428(b)(2)(A) et seq. and 451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1078(b)(2)(A) et seq. and 20 U.S.C. 1087a et seq.) and the authority for collecting and using your Social Security Number (SSN) is 484(a)(4) of the HEA (20 U.S.C. §1081(a)(4)). Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program and/or Direct Loan Program, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed to third parties as authorized under routine uses in the appropriate systems of records. The routine uses of this information include its disclosure to federal, state, or local agencies, to other federal agencies under computer matching programs, to agencies that we authorize to assist us in administering our loan programs, to private parties such as relatives, present and former employers, business and personal associates, to credit bureau organizations, to financial and educational institutions, to guaranty agencies, and to contractors in order to verify the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. § 71. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0057. The time required to complete this information collection is estimated to average 0.33 hours (20 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4651.

If you have any questions regarding the status of your individual submission of this form, use the contact information in Section 10 of this form.

SECTION 10: WHERE TO SEND THE COMPLETED LOAN FORGIVENESS APPLICATION

<table>
<thead>
<tr>
<th>Return the completed loan forgiveness application and any attachments to:</th>
<th>If you need assistance with this form, call:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Care Provider Loan Forgiveness Program</td>
<td>1-888-562-7002</td>
</tr>
<tr>
<td>P.O. Box 4639</td>
<td></td>
</tr>
<tr>
<td>Utica, NY 13504-4639</td>
<td></td>
</tr>
</tbody>
</table>

If you need assistance with this form, call 1-888-562-7002.
LOAN DISCHARGE APPLICATION:
FALSE CERTIFICATION (DISQUALIFYING STATUS)

Federal Family Education Loan Program / William D. Ford Federal Direct Loan Program

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents will be subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.
SSN __________-________-________
Name ____________________________
Address __________________________
City, State, Zip Code
Telephone - Home ( )
Telephone - Other ( )
E-mail (optional) __________________________

SECTION 2: STUDENT INFORMATION

Before completing this section, carefully read the entire form, including the instructions, definitions, and terms and conditions in Sections 4, 5, and 6 on this form. If you are a student borrower applying for loan discharge, begin with Item 3. If you are a parent borrower applying for a PLUS loan discharge, begin with Item 1.

1. Student Name (Last, First, MI): __________________________
2. Student SSN: __________-________-________
3. School Name: __________________________________________
4. School Address (street, city, state, zip code): __________________________
5. Dates of attendance at the school: From __________-________-________-________-________ To __________-________-________-________-________
6. Name of the program of study that you (or, for parent PLUS borrowers, the student) were enrolled in when the school certified or originated the loan that you are requesting to have discharged: __________________________________________
7. To qualify for a loan discharge based on false certification due to a disqualifying status, you (or, for parent PLUS borrowers, the student) must have been unable – at the time the school certified or originated your loan – to meet the legal requirements for employment in your state of residence (or, for parent PLUS borrowers, in the student’s state of residence) in the occupation for which the program of study was intended because of age, a physical or mental condition, criminal record, or other reason. Indicate your disqualifying status by checking the appropriate box(es) below:
   - Age
   - Physical condition
   - Mental condition
   - Criminal record
   - Other (please specify): __________________________________________
   
   Important: You must provide documentation to prove that you (or, for parent PLUS borrowers, the student) had the disqualifying status at the time the school certified or originated your loan. Also, provide as much information as possible about the state legal requirements for employment that you (or, for parent PLUS borrowers, the student) could not meet. Include the title and/or section number of the specific state law or regulation, or attach a copy of the law or regulation. You may obtain this information from the appropriate state agency, such as the consumer protection office or department of labor and employment, from a public library, or from an Internet site that contains state laws and regulations.

8. (a) Before certifying or originating the loan, did the school ask you (or, for parent PLUS borrowers, the student) if the disqualifying status explained in Item 7 existed? Yes ☐ No ☐ Don’t Know ☐
   (b) Did you (or, for parent PLUS borrowers, the student) inform the school of the disqualifying status before the loan was certified or originated? Yes ☐ No ☐
9. Did the holder of your loan receive any money back (a refund) from the school on your behalf? Yes ☐ No ☐ Don’t Know ☐
   If Yes, give the amount and explain why the money was refunded: __________________________
10. Did you (or, for parent PLUS borrowers, the student) make any monetary claim with, or receive any payment from, the school or any third party (see definition in Section 5) in connection with enrollment or attendance at the school? Yes ☐ No ☐ Don’t Know ☐
    If Yes, please provide the following information:
    (a) Name/address/telephone number of the party with whom the claim was made or from whom payment was received: __________________________
    (b) Amount/status of claim: __________________________
    (c) Amount of payment received: $ __________________________
    (Write “none” if no payment was received.)

SECTION 3: BORROWER CERTIFICATION

My signature below certifies that I have read and agree to the terms and conditions that apply to this loan discharge, as specified in Section 6 on the following page. Under penalty of perjury, I certify that all of the information I have provided on this form and in any accompanying documentation is true and accurate to the best of my knowledge and belief.

Borrower’s Signature: __________________________

Today’s Date: __________________________
SECTION 4: INSTRUCTIONS FOR COMPLETING THE APPLICATION

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 2006 = 06-24-2006. If you need more space to answer any of the items, continue on separate sheets of paper and attach them to this form. Indicate the number of the item(s) you are answering and include your name and social security number (SSN) on all attached pages.

Sign and date the form, then send the completed form and any attachments to the address in Section 8.

SECTION 5: DEFINITIONS

- The William D. Ford Federal Direct Loan (Direct Loan) Program includes Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans), Federal Direct PLUS Loans (Direct PLUS Loans), and Federal Direct Consolidation Loans (Direct Consolidation Loans).
- The holder refers to the person with whom a borrower obtained a Federal PLUS Loan or Direct PLUS Loan.
- Program of study means the instructional program leading to a degree or certificate in which you (or, for parent PLUS borrowers, the student) were enrolled.
- Certification and origination are steps in a student’s processing of a loan. In the FFEL Program, a loan is certified when the school signs a loan application or submits an electronic loan record to the lender or guaranty agency after determining that the borrower meets all loan eligibility requirements. In the Direct Loan Program, a loan is originated when the school creates an electronic loan origination record after determining that the borrower meets all loan eligibility requirements.
- Third party refers to any entity that may provide reimbursement for a refund owed by the school, such as a State or other agency offering a tuition recovery program or a holder of a performance bond.

SECTION 6: TERMS AND CONDITIONS FOR LOAN DISCHARGE BASED ON FALSE CERTIFICATION (DISQUALIFYING STATUS)

- I received FFEL or Direct Loan program loan funds on or after January 1, 1986, to attend (or, if I am a parent PLUS borrower, for the student to attend) the school identified in Section 2 of this form. Those funds were either received by me directly, or applied as a credit to the amount owed to the school.
- I will provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the Department or its designee that I meet the qualifications for loan discharge based on false certification (disqualifying status), or that supports any representation that I made on this form or on any accompanying documents.
- I agree to cooperate with the Department or its designee regarding any enforcement actions related to my request for loan discharge.
- I understand that my request for loan discharge may be denied, or my discharge may be revoked, if I fail to provide testimony, a sworn statement, or documentation upon request, or if I provide testimony, a sworn statement, or documentation that does not support the material representations I have made on this form or on any accompanying documents.
- I further understand that if my loan(s) is discharged based on any false, fictitious, or fraudulent statements that I knowingly made on this form or on any accompanying documents, I may be subject to civil and criminal penalties under applicable federal law.
- I hereby assign and transfer to the Department any right to a refund on the discharged loan(s) that I may have from the school identified in Section 2 of this form and/or any owners, affiliates, or assigns of the school, and from any third party that may pay claims for a refund because of the actions of the school, up to the amount discharged by the Department on my loan(s).

SECTION 7: IMPORTANT NOTICES

Privacy Act Disclosure Notice: The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you: The authorities for collecting the requested information from and about you are §421 et seq. and §451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., and 20 U.S.C. 1087a et seq.), and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL and/or Direct Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

If you have any questions concerning the accuracy of the time estimate(s) or suggestions for improving this application, please write to: U.S. Department of Education, Washington, DC 20202-4537.

SECTION 8: WHERE TO SEND THE COMPLETED LOAN DISCHARGE APPLICATION

Send the completed loan discharge application and any attachments to:

(If no address is shown, return to your loan holder.)
SOLICITUD DE CANCELACIÓN DEL PRÉSTAMO:
CERTIFICACIÓN FALSA (CONDICIÓN DESCALIFICADORA)
Programa Federal de Préstamos para Educación de la Familia / Programa Federal de Préstamos Directos William D. Ford

ADVERTENCIA: Cualquier persona que a sabiendas proporcione información o declaraciones falsas en este formulario o en cualquier documento adjunto, estará sujeta a sanciones que pueden incluir multas, encarcelamiento o ambos, según el Código Penal de EE.UU. y 20 U.S.C. 1097.

SECCIÓN 1: IDENTIFICACIÓN DEL PRESTATARIO
Apellido | Primer nombre | Inicial del segundo nombre | Número de seguro social

Dirección: calle
Código de área/número de teléfono
( )

Ciudad | Estado | Código postal

Dirección de email (opcional)

SECCIÓN 2: INFORMACIÓN DEL ESTUDIANTE
Antes de completar esta sección, lea todo el formulario cuidadosamente incluyendo las instrucciones, las definiciones y los términos y las condiciones de las Secciones 4, 5 y 6 a información de la página siguiente. Si es el estudiante quien solicita la cancelación del préstamo, comience con la pregunta 3; si es el padre del estudiante quien solicita la cancelación de un préstamo PLUS, comience con la pregunta 1.

1. Nombre del estudiante (apellido, primer nombre, inicial del segundo nombre):

2. SSN del estudiante: ____________

3. Nombre de la universidad:

4. Dirección de la universidad (calle, ciudad, estado, código postal):

5. Fechas de asistencia a la universidad: del ____________ al ____________

6. Nombre del programa de estudio en el cual usted (o, para prestatarios PLUS, el estudiante) estuvo matriculado cuando la universidad certificó o originó el préstamo que solicita cancelar:

7. Para reunir las condiciones necesarias para la cancelación del préstamo por certificación falsa debido a una condición descalificadora, usted (o, para prestatarios PLUS, el estudiante) no reunió los requisitos legales de empleo en el estado donde reside (o, para prestatarios PLUS, en el estado donde reside el estudiante) para un puesto relacionado con el programa de estudio, debido a su edad (al finalizar el entrenamiento), condición física o mental, antecedentes penales, prontuario u otra razón. Indique la condición descalificadora marcando a continuación la(s) casilla(s) correspondiente(s):

- [ ] Edad
- [ ] Condición física
- [ ] Condición mental
- [ ] Antecedentes penales
- [ ] Otra (por favor específiqh):

Importante: Suministre la documentación necesaria para probar que usted (o, para prestatarios PLUS, el estudiante) tenía el estado descalificador cuando la universidad certificó u originó su préstamo. También suministre la mayor cantidad de información posible sobre los requisitos legales de empleo del estado que usted (o, para prestatarios PLUS, el estudiante) no pudo reunir. Incluya el número de título o sección de la ley o reglamentación estatal correspondiente, o adjunte una copia de esa ley o reglamentación. Puede obtener esta información de la agencia estatal correspondiente, como la oficina de protección al consumidor o el departamento de trabajo y empleo, de una biblioteca pública o de un sitio de internet que tenga leyes y reglamentaciones estatales.

8. (a) Antes de certificar u originar el préstamo, ¿la universidad le preguntó a usted (o, para prestatarios PLUS, el estudiante) si existía el estado descalificador indicado en la pregunta 7?  
   [ ] Sí  [ ] No  [ ] No sé

(b) ¿Usted (o, para prestatarios PLUS, el estudiante) informó a la universidad sobre el estado descalificador antes de que se certifique o origine el préstamo?  
   [ ] Sí  [ ] No

9. ¿El titular de su préstamo recibió algún dinero (reembolso) de la universidad en su nombre?  
   [ ] Sí  [ ] No  [ ] No sé
   Si respondió Sí, indique el monto y explique por qué el dinero fue reembolsado:

10. ¿Usted (o, para prestatarios PLUS, el estudiante) efectuó algún reclamo de dinero o recibió algún pago de la universidad o de un tercero (vea la definición en la sección 5) en relación con la matriculación o asistencia a la universidad? [ ] Sí  [ ] No  [ ] No sé
   Si respondió Sí, por favor proporcione la siguiente información:

   (a) Nombre/dirección/número de teléfono del tercero con quien fue efectuado el reclamo o de quien fue recibido el pago:

   (b) Monto/estado del reclamo:

   (c) Monto del pago recibido: $ (Escriba “ninguno” si no recibió pago alguno.)

SECCIÓN 3: CERTIFICACIÓN DEL PRESTATARIO
Mi firma a continuación certifica que he leído y aceptado los términos y las condiciones que corresponden a esta cancelación del préstamo, como se especifica en la sección 6 de la página siguiente. Bajo pena de perjurio, certifico que toda la información que he brindado en este formulario y en la documentación adjunta es precisa y fidedigna a mi leal saber y entender.

Firma del prestatario: ___________________________________________________________________________  Fecha: ____________

Página 1 de 2
SECCIÓN 4: INSTRUCCIONES PARA LLENAR LA SOLICITUD

Escrita a máquina o en letra de molde con tinta oscura. Para todas las fechas, indique mes, día (si lo conoce) y año. Indique las fechas en el formato MM-DD-AAAA (por ejemplo, 01-01-2008 = ‘01-01-2008’). Si necesita más espacio para responder a las preguntas, continúe en hojas adicionales. Si en blanco y adjunte una hoja adicional. En las hojas adjuntas indique el(s) número(s) de pregunta(s) correspondiente(s), su nombre y su número de seguro social (SSN).

Firma, fecha y envíe el formulario completo y la documentación adjunta a la dirección que aparece en la Sección 8.

SECCIÓN 5: DEFINICIONES

- El Programa Federal de Préstamos para Educación de la Familia (FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.
- El Programa de Préstamos Directos (Préstamos Directos) incluye William D. Ford Direct Loan (Direct Stafford) (con subsidio), los Préstamos Federales Directos Stafford/Ford (sin subsidio), los Préstamos Federales Directos PLUS (Directos PLUS) y los Préstamos Federales Directos de Consolidación (Directos de consolidación).
- El titular de los préstamos de un prestatario del FFEL puede ser una institución de crédito, una agencia de garantías o el Departamento de Educación de EE.UU. (el Departamento).
- El titular de los préstamos de un prestatario del Programa de Préstamos Directos es el Departamento.
- La cancelación de un préstamo por certificación falsa (condición descalificadora) cancela la obligación del prestatario (y del endosador, si corresponda) de pagar el saldo pendiente de un préstamo del Programa de Préstamos Directos o del Programa de Préstamos Directos y autoriza el reembolso al prestatario de todo monto pagado voluntariamente o por cobro forzado en virtud del préstamo. Para los préstamos de consolidación, sólo el monto de los préstamos subyacentes (los préstamos consolidados) usados por el programa de estudio indicado en la pregunta 6 será considerado para la cancelación. El titular del préstamo informará sobre la cancelación a las mismas agencias de crédito a las que informaba sobre el estado del préstamo.
- El estudiente se refiere al prestatario padre o tutor del Préstamo Directo PLUS o el Préstamo PLUS Federal.
- El programa de estudio se refiere al programa de instrucción que conduce a un título o certificado en el cual usted (o, para prestatarios PLUS, el estudiante) estuvo matriculado.
- La certificación y la originación son pasos que efectúa la universidad al prestar el préstamo. En el Programa FFEL, el prestatario es certificado cuando la universidad firma la solicitud del préstamo o envía un registro electrónico del préstamo al prestamista o agencia de garantías después de determinar que el prestatario reúne todos los requisitos de elegibilidad. En el Programa de Préstamos Directos, el prestatario es originado cuando la universidad crea el registro electrónico de origen del préstamo después de determinar que el prestatario reúne todos los requisitos de elegibilidad.
- Un tercero se refiere a cualquier entidad que pueda suministrar el reembolso de la deuda de la universidad, como el programa para recuperación de la matrícula que los bonos de rendimiento.

SECCIÓN 6: TÉRMINOS Y CONDICIONES DE LA CANCELACIÓN DEL PRÉSTAMO POR CERTIFICACIÓN FALSA (CAPACIDAD DE RECIBIR EL BENEFICIO)

- He recibido fondos de un préstamo del Programa de Préstamos Directo o del Programa FFEL a partir del 1 de enero de 1986 o después de esa fecha para asistir (o, si soy un prestatario PLUS, para que el estudiante asista) a la universidad identificada en la sección 2 de este formulario. Recibi esos fondos o fueron acreditados al monto que debía a la universidad.
- Previo solicitud, prestaré testimonio, declaración jurada u otra documentación a mi alcance que demuestre para satisfacción del Departamento, o a quien designe, que reúno las condiciones para la cancelación del préstamo basada en certificación falsa (condición descalificadora), o que justifique cualquier información que haya brindado en este formulario o en la documentación adjunta.
- Estoy dispuesto a cooperar con el Departamento, o con quien designe, en cualquier acción de cumplimiento de la ley relacionada con mi solicitud para la cancelación del préstamo.
- Entiendo que mi solicitud para la cancelación del préstamo puede ser denegada o rechazada si no puedo prestar testimonio, declaración jurada o la documentación solicitada, o si preste testimonio, declaración jurada o documentación que no justifique la información suministrada en este formulario o en la documentación adjunta.
- Además entiendo que si mi préstamo es cancelado en base a alguna declaración falsa, ficticia o fraudulenta que haya efectuado a sabiendas en este formulario o en la documentación adjunta, puedo ser objeto de sanciones civiles y penales en virtud de la ley federal correspondiente.
- Por la presente cedo y transfiero al Departamento cualquier derecho a un reembolso del(de los) préstamo(s) cancelado(s), otorgado por la universidad identificada en la sección 2 de este formulario y/o cualquier propietario, afiliado o cesionario de la universidad, y cualquier tercero que pudiera pagar reembolso por un reembolso debido a la cancelación de los bonos de rendimiento.

SECCIÓN 7: AVISOS IMPORTANTES

Información de la Ley de Privacidad: La Ley de Privacidad de 1974 (5 U.S.C. 552a) exige que le proporcionemos la siguiente información:

Las autorizaciones para recolectar la información solicitada a usted y sobre usted se encuentran en las Secciones 428(b)(2)(A) et seq. y 451 et seq. de la Ley de Educación Superior de 1965, según fueran modificadas (20 U.S.C. 1078(b)(2)(A) et seq.) y 20 U.S.C. 1067a et seq.) y la autorización para recoger y usar su Número de Seguro Social (SSN) están contenidas en la Ley de Estudiantes de 1972, la Ley de Estudiantes de 1972 (44) del 1 de julio y en la Ley de Estudiantes de los Estados Unidos (20 U.S.C. 1091a). La Ley de Estudiantes de los Estados Unidos (20 U.S.C. 1091a) permite que los datos de la institución de educación superior se utilicen para fines de investigación, en virtud de lo dispuesto en el Programa Federal de Préstamos Directos (Direct Stafford), también por la divulgación de su SSN, son voluntarias, pero usted debe proporcionar la información solicitada, incluso su SSN, para participar.

El objeto de recoger la información que se solicita en este formulario, incluso su SSN, es verificar su identidad, determinar si reúne los requisitos para recibir un préstamo o algún beneficio de un préstamo (como, por ejemplo, aplazamiento, indulgencia de pago, cancelación o perdón) en virtud de los Programas FFEL y/o Préstamos Directos (Direct Stafford), así como la divulgación de su SSN, son voluntarias, pero usted debe proporcionar la información solicitada, incluso su SSN, para participar.

El objeto de recoger la información que se solicita en este formulario, incluso su SSN, es verificar su identidad, determinar si reúne los requisitos para recibir un préstamo o algún beneficio de un préstamo (como, por ejemplo, aplazamiento, indulgencia de pago, cancelación o perdón) en virtud de los Programas FFEL y/o Préstamos Directos (Direct Stafford), así como la divulgación de su SSN, son voluntarias, pero usted debe proporcionar la información solicitada, incluso su SSN, para participar.

Si participamos en algún litigio, podríamos enviar información al Departamento de Justicia, a un tribunal, a un órgano jurídico, asesor jurídico, tercero o testigo si esa información es la relacionada y es necesaria para el litigio. Si participamos de esa manera, o en combinación con otra información, indicase una posible violación de la ley, podríamos enviarla a la autoridad correspondiente para considerar una acción judicial. Podríamos enviar información a los miembros del Congreso si usted les solicita que la asistan con aspectos relativos a la ayuda federal para estudiantes. En circunstancias relacionadas con reclamos, quejas o medidas disciplinarias relacionadas con el préstamo, podremos divulgar cualquier información relacionada con la investigación, si determina que la divulgación no viola su derecho a privacidad. Si lo dispusiera un contrato colectivo de trabajo, podríamos divulgar la información a una organización laboral reconocida en virtud de lo dispuesto en 5 U.S.C. Capítulo 71. También podríamos divulgar información a investigadores calificados en virtud de lo dispuesto en la Ley de Privacidad.

Aviso sobre la Ley de Reducción del Papeleo de 1995: De acuerdo con la Ley de Reducción del Papeleo de 1995, ninguna persona está obligada a responder a una solicitud de información a menos que la misma tenga un número de control de OMB que esté vigente. El número de control válido de OMB para esta solicitud de información es el 1845-0015. El tiempo necesario para llenar esta solicitud de información se estima en un promedio de 0.5 hora (30 minutos) por respuesta, incluyendo el tiempo para leer las instrucciones, buscar la información existente, recopilar y revisar la solicitud de información. Si tiene algún comentario o inquietud en relación al estado de su presentación particular de esta solicitud, comuníquese con el titular de su(s) préstamo(s) (ver Sección 8).

SECCIÓN 8: DONDE ENVIAR LA SOLICITUD COMPLETA DE CANCELACIÓN DE PRÉSTAMO

Llene y envíe la solicitud de cancelación y cualquier documentación adjunta a: (si no se indica una dirección, envíela al titular de su préstamo).

U.S. Department of Education
Direct Loan Servicing Center
P. O. Box 5609
Greenville, TX 75403-5609

1-800-848-0979
SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.
SSN [______-______-______]
Name __________________________________________________________
Address _________________________________________________________
City, State, Zip Code _____________________________________________
Telephone - Home ( ) _____________________________________________
Telephone - Other ( ) _____________________________________________
E-mail (optional) ________________________________________________

SECTION 2: STUDENT INFORMATION

Before completing this section, carefully read the entire form, including the instructions, definitions, and terms and conditions in Sections 4, 5, and 6 on this form. If you are a student borrower applying for loan discharge, begin with Item 3. If you are a parent borrower applying for a PLUS loan discharge, begin with Item 1.

1. Student Name (Last, First, MI): _______________________________________

2. Student SSN: [______-______-______]

3. School Name: ______________________________________________________________________________________________________________________

4. School Address (street, city, state, zip code): __________________________________________________________________________________________

5. Dates of attendance at school: From [______-______-______] To [______-______-______]

6. Name of the program of study that you (or, for parent PLUS borrowers, the student) were enrolled in at the school: _________________________________

7. Did you (or, for parent PLUS borrowers, the student) complete a developmental or remedial program at the school?  
   (a) Name/address/telephone number of the party with whom the claim was made or from whom payment was received: ________________________________________________________________
   (b) Amount/status of claim: ____________________________________________
   (c) Amount of payment received: $ ______________________

   (d) Did anything appear improper about the way the test was given or scored?  
   (a) Name/address/telephone number of the party with whom the claim was made or from whom payment was received: ________________________________________________________________
   (b) Amount/status of claim: ____________________________________________
   (c) Amount of payment received: $ ______________________

   If Yes, explain in detail what appeared improper, and provide the name, telephone number and address of anyone who can support your statement (if you need more space, see the instructions in Section 4):

8. Did you (or, for parent PLUS borrowers, the student) receive a GED before completing the program of study at the school?  
   (a) Give the date of the test if you know it:      (b) Give the name of the test if you know it:      (c) Give the score on the test if you know it:  

9. Before you (or, for parent PLUS borrowers, the student) were admitted to the school, did the school give an entrance examination to test your (or, for parent PLUS borrowers, the student’s) ability to benefit from the program of study listed in Item 6?  
   (a) Give the date of the test if you know it:      (b) Give the name of the test if you know it:      (c) Give the score on the test if you know it:  

   (d) Did anything appear improper about the way the test was given or scored?  
   (a) Name/address/telephone number of the party with whom the claim was made or from whom payment was received: ________________________________________________________________
   (b) Amount/status of claim: ____________________________________________
   (c) Amount of payment received: $ ______________________

   If Yes, explain in detail what appeared improper, and provide the name, telephone number and address of anyone who can support your statement (if you need more space, see the instructions in Section 4):

10. Did you (or, for parent PLUS borrowers, the student) complete a developmental or remedial program at the school?  
    (a) Name/address/telephone number of the party with whom the claim was made or from whom payment was received: ________________________________________________________________
    (b) Amount/status of claim: ____________________________________________
    (c) Amount of payment received: $ ______________________

11. Did the holder of your loan receive any money back (a refund) from the school on your behalf?  
    (a) Name/address/telephone number of the party with whom the claim was made or from whom payment was received: ________________________________________________________________
    (b) Amount/status of claim: ____________________________________________
    (c) Amount of payment received: $ ______________________

12. Did you (or, for parent PLUS borrowers, the student) make any monetary claim with, or receive any payment from, the school or any third party (see definition in Section 5) in connection with enrollment or attendance at the school?  
    (a) Name/address/telephone number of the party with whom the claim was made or from whom payment was received: ________________________________________________________________
    (b) Amount/status of claim: ____________________________________________
    (c) Amount of payment received: $ ______________________

SECTION 3: BORROWER CERTIFICATION

My signature below certifies that I have read and agree to the terms and conditions that apply to this loan discharge, as specified in Section 6 on the following page. Under penalty of perjury, I certify that all of the information I have provided on this form and in any accompanying documentation is true and accurate to the best of my knowledge and belief.

Borrower's Signature: ____________________________________________

Today's Date: __________________________
SECTION 4: INSTRUCTIONS FOR COMPLETING THE APPLICATION

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 2006 = 06-24-2006. If you need more space to answer any of the items, use separate pages of paper and attach them to this form. Indicate the number of the item(s) you are answering and include your name and social security number (SSN) on all attached pages.

Sign and date the form, then send the completed form and any attachments to the address in Section 8.

SECTION 5: DEFINITIONS

- The William D. Ford Federal Direct Loan (Direct Loan) Program includes Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans), Federal Direct PLUS Loans (Direct PLUS Loans), and Federal Direct Consolidation Loans (Direct Consolidation Loans).
- The holder of a borrower’s FFEL Program loan(s) may be a lender, a guaranty agency, or the U.S. Department of Education (the Department). The holder of a borrower’s Direct Loan Program loan(s) is the Department.
- Loan discharge due to false certification of ability to benefit cancels the obligation of a borrower (and endorser, if applicable) to repay the remaining balance on a FFEL Program or Direct Loan Program loan, and qualifies the borrower for reimbursement of any amounts paid voluntarily or through forced collection on the loan. For consolidation loans, only the amount of the underlying loans (the loans that were consolidated) that were used to pay for the program of study listed in Item 6 will be considered for discharge. The loan holder reports the discharge to all credit reporting agencies to which the holder previously reported the status of the loan.
- The student refers to the student for whom a parent borrower obtained a Federal PLUS Loan or Direct PLUS Loan.
- Program study refers to the instructional program leading to a degree or certificate in which you (or, for PLUS borrowers, the student) were enrolled.
- Third party refers to any entity that may provide reimbursement for a refund owed by the school, such as a State or other agency offering a tuition recovery program or a holder of a performance bond.

SECTION 6: TERMS AND CONDITIONS FOR LOAN DISCHARGE BASED ON FALSE CERTIFICATION (ABILITY TO BENEFIT)

- I received FFEL Program or Direct Loan Program loan funds on or after January 1, 1986, to attend (or, if I am a parent PLUS borrower, for the student to attend) the school identified in Section 2 of this form. Those funds were either received me directly, or applied as a credit to the amount owed to the school.
- I will provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the Department or its designee that I meet the qualifications for loan discharge based on false certification of ability to benefit, or that supports any representation that I made on this form or on any accompanying documents.
- I agree to cooperate with the Department or its designee regarding any enforcement actions related to my request for loan discharge.
- I understand that my request for loan discharge may be denied, or my discharge may be revoked, if I fail to provide testimony, a sworn statement, or documentation upon request, or if I provide testimony, a sworn statement, or documentation that does not support the material representations I have made on this form or on any accompanying documents.
- I further understand that if my loan(s) is discharged based on any false, fictitious, or fraudulent statements that I knowingly made on this form or on any accompanying documents, I may be subject to civil and criminal penalties under applicable federal law.
- I hereby assign and transfer to the Department any right to a refund on the discharged loan(s) that I may have from the school identified in Section 2 of this form and/or any owners, affiliates, or assigns of the school, and from any third party that may pay claims for a refund because of the actions of the school, up to the amount discharged by the Department on my loan(s).

SECTION 7: IMPORTANT NOTICES

Privacy Act Disclosure Notice: The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:
The authorities for collecting the requested information from and about you are §§421 et seq. and §§451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., and 20 U.S.C. 1087a et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428(b)(1) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(l) and 20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.
The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL and/or Direct Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.
The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this application, please write to: U.S. Department of Education, Washington, DC 20202-4537.

If you have questions regarding the status of your individual submission of this application, contact your loan holder (see Section 8).

SECTION 8: WHERE TO SEND THE COMPLETED LOAN DISCHARGE APPLICATION

Send the completed loan discharge application and any attachments to:

If no address is shown, return to your loan holder.

If you need help completing this form, call: **
SOLICITUD DE CANCELACIÓN DEL PRÉSTAMO:
CERTIFICACIÓN FALSA (CAPACIDAD PARA RECIBIR BENEFICIO)
Programa Federal de Préstamos para Educación de la Familia / Programa Federal de Préstamos Directos William D. Ford

ADVERTENCIA: Cualquier persona que a sabiendas proporcione información o declaraciones falsas en este formulario o en cualquier documento adjunto, estará sujeta a sanciones que pueden incluir multas, encarcelamiento o ambos, según el Código Penal de EE.UU. y 20 U.S.C. 1097.

Nro. de OMB 1845-0015
Formulario aprobado
Fecha de exp. 6/31/2008

SECCIÓN 1: IDENTIFICACIÓN DEL PRESTATARIO
Apellido Primer nombre Inicial del segundo nombre Número de seguro social

Dirección: calle

Código de área/número de teléfono
(   )

Código de área/número de teléfono (otro)
(   )

Ciudad Estado Código postal

Dirección de email (opcional)

SECCIÓN 2: INFORMACIÓN DEL ESTUDIANTE
Antes de completar esta sección, lea detenidamente todo el formulario, incluidas las instrucciones, definiciones y los términos y las condiciones que aparecen en las Secciones 4, 5 y 6 de este formulario. Si es el estudiante quien solicita la cancelación del préstamo, comience con la pregunta 3; si es el padre del estudiante quien solicita la cancelación de un préstamos PLUS, comience con la pregunta 1.

1. Nombre del estudiante (apellido, primer nombre, inicial del segundo nombre):

2. SSN del estudiante: __________-________-________

3. Nombre de la universidad:

4. Dirección de la universidad (calle, ciudad, estado, código postal):

5. Fechas de asistencia a la universidad: del __________-________-________ al __________-________-________

6. Nombre del programa de estudio en que usted (o, en el caso de prestatarios PLUS, el estudiante) estaba matriculado en la universidad:

7. ¿Usted (o el estudiante, en el caso de prestatarios PLUS) tenía un diploma de escuela secundaria o GED en el momento en que se matriculó en la universidad?
   ☐ Sí  ☐ No  NOTA: Si la respuesta es afirmativa, no es elegible para la cancelación de un préstamo por certificación falsa de capacidad para recibir beneficio.

8. ¿Recibió usted (o el estudiante, en el caso de prestatarios PLUS) el diploma GED antes de finalizar el programa de estudio en la universidad?
   ☐ Sí  ☐ No  Si la respuesta es afirmativa, fecha en que recibió el GED: __________-________-________

9. Antes de que usted (o el estudiante, en el caso de prestatarios PLUS) fuera admitido en la universidad, ¿la universidad le tomaron algún tipo de examen de ingreso para comprobar su capacidad (o, para prestatarios PLUS, la del estudiante) para beneficiarse del programa de estudio descrito en la pregunta 6?
   ☐ Sí  ☐ No  ☐ No sé  Si la respuesta es negativa o no sabe, siga con la pregunta 10.
   (a) Indique la fecha del examen si la conoce: __________-________-________
   (b) Indique el nombre del examen si la conoce: ____________________________
   (c) Indique la puntuación del examen si la conoce: __________

10. ¿Completó usted (o el estudiante, en el caso de prestatarios PLUS) su programa de desarrollo o recuperación en la universidad?
    ☐ Sí  ☐ No  ☐ No sé  Si la respuesta es afirmativa, indique el nombre del programa, fechas, cursos y puntuaciones obtenidos: ____________________________

11. ¿El titular de su préstamo recibió algún dinero (reembolso) de la universidad en su nombre?  ☐ Sí  ☐ No  ☐ No sé  Si la respuesta es afirmativa, indique el monto y explique por qué se efectuó el reembolso.

12. ¿Usted (o el estudiante, en el caso de prestatarios PLUS) efectuó algún reclamo de dinero o recibió algún pago de la universidad o de un tercero (lea la definición en la sección 5) en relación con la matrículación o asistencia a la universidad?
    ☐ Sí  ☐ No  ☐ No sé  Si la respuesta es afirmativa, proporcione la siguiente información:
    (a) Nombre/dirección/número de teléfono del tercero a quien se efectuó el reclamo o de quien se recibió el pago:
    (b) Monto/estado del reclamo: ____________________________
    (c) Monto del pago recibido: $__________  (Escriba "ninguno" si no recibió pago alguno.)

SECCIÓN 3: CERTIFICACIÓN DEL PRESTATARIO
Mi firma a continuación certifica que he leído y aceptado los términos y las condiciones que corresponden a esta cancelación del préstamo, como se especifica en la sección 6 de la página siguiente. Bajo pena de perjurio, certifico que toda la información que he brindado en este formulario y en la documentación adjunta es precisa y fidedigna a mi leal saber y entender.

Firma del prestatario: ____________________________  Fecha: ____________________________

Página 1 de 2
SECCIÓN 4: INSTRUCCIONES PARA LLENAR EL FORMULARIO

Escriba a máquina o en letra de molde con tinta oscura. Para todas las fechas, indique mes (si lo conoce) y año. Indique las fechas en el formato MM-DD-AAAA (por ejemplo, ‘31 de enero del 2006’ = ‘01-31-2006’). Si necesita más espacio para responder a las preguntas, continúe en hojas en blanco y adjúntelas a este formulario. En las hojas adjuntas indique el número(s) de pregunta(s) correspondiente(s), su nombre y su número de seguro social (SSN).

Firmé y feche el formulario. Posteriormente, envíe el formulario completo y la documentación adjunta a la dirección que aparece en la Sección 8.

SECCIÓN 5: DEFINICIONES

- El Programa Federal de Préstamos para la Familia (FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio), los Préstamos Federales Directos, los Préstamos Estudiantes de los Fundadores de la Economía (FSEALP) y los Préstamos Estudiantes para el Programa de Préstamos Directos (PLPS).
- El Programa Federal de Préstamos Directos William D. Ford (Préstamos Directos) incluye los Préstamos Federales Directos Stafford/Ford (con subsidio), los Préstamos Federales Directos Stafford/Ford (sin subsidio), los Préstamos Federales Directos Plus (Directos Plus) y los Préstamos Federales Directos de Consolidación (Directos de Consolidación).
- El titular de los préstamos de un prestatario del Programa FFEL puede ser una institución de crédito, una agencia de garantías o el Departamento de Educación de EE.UU. (el Departamento).
- El titular de los préstamos de un prestatario del Programa de Préstamos Directos es el Departamento.
- La cancelación de un préstamo por certificación falsa de capacidad para recibir beneficio cancela la obligación del prestatario y del endosador, si corresponda, de pagar el saldo pendiente de un prestatario del Programa FFEL o del Programa de Préstamos Directos y autoriza el reembolso al prestatario de todo monto pagado voluntariamente o por cobro forzado en virtud del préstamo. Para los préstamos de consolidación, sólo el monto de los préstamos subyacentes (los préstamos consolidados) usados por el prestatario se considerará para la cancelación. El titular del préstamo informará sobre la cancelación a las mismas agencias de crédito a las que informaba sobre el estado del préstamo.
- El estudiante se refiere al estudiante para quien el prestatario padre obtuvo el Préstamo Directo Plus o el Préstamo Plus Federal.
- El programa de estudio se refiere al programa de instrucción que conduce a un título o certificado en el cual usted (o, para prestatorios Plus, el estudiante) estuvo matriculado.
- Un tercero se refiere a cualquier entidad que pueda suministrar el reembolso por una restitución debida a la universidad, como el programa para recuperación de la matrícula o bolsas de becas.

SECCIÓN 6: TÉRMINOS Y CONDICIONES DE LA CANCELACIÓN DEL PRÉSTAMO POR CERTIFICACIÓN FALSA (CONDICIÓN DESCALIFICADORA)

He recibido fondos de un préstamo del Programa de Préstamo Directo o del Programa FFEL a partir del 1 de enero de 1986 o después de esa fecha para asistir (o, si soy un prestatario Plus, para el servicio de su(s) prestatario(s)) y, en caso de ser necesario, ubicarlo y cobrar su(s) préstamo(s) si estuvieran en mora o incumplimiento de pago. Además, usamos su SSN para identificar la cuenta y poder tener acceso electrónico a la información de la cuenta.

La información de su expediente podría ser divulgada a terceros según fuere autorizado en los usos de rutina que se encuentran en los sistemas correspondientes. Los usos de rutina de esta información incluyen su divulgación a agencias federales, estatales y locales, a otras agencias federales por programas de computación comunes, a las agencias que autorizamos en la administración de nuestros programas de préstamos, a terceros como empleados, empleadores actuales y anteriores, colegas profesionales y personales, agencias de crédito, instituciones educativas y contratistas para verificar su identidad, determinar su elegibilidad para recibir un préstamo o un beneficio para el préstamo, posibilitar la prestación de servicios o el cobro de su(s) prestatario(s), para asistirlo en el pago del (de los) prestatario(s), cumplimentar los términos del (de los) prestatario(s), investigar posibles fraudes y verificar su conformidad con la reglamentación de los programas federales de ayuda económica para estudiantes, o para ubicarlo si se atrasa o deja de pagar su(s) prestatario(s), para suministrarle las estadísticas de la tasa de incumplimiento de pago, para brindarle la información de los antecedentes de ayuda económica, para asistir a los administradores del programa en el seguimiento de reembolsos y cancelaciones, o para brindar un método estándar para que las instituciones educativas puedan informar eficazmente el estado de matriculación de sus alumnos.

Si participamos en algún litigio, podríamos enviar información al Departamento de Justicia, a un tribunal, a un órgano judicial, asesor jurídico, tercero o testigo si esa información está relacionada y es necesaria para el litigio. Si esta información, por sí sola o en combinación con otra información, indicase una posible violación de la ley, podríamos enviarla a la autoridad correspondiente para considerar una acción judicial. Podríamos enviar información a los miembros del Congreso si usted les solicita que lo asistan con aspectos relativos a la ayuda federal para estudiantes.

En circunstancias relacionadas con reclamos, quejas o medidas disciplinarias relacionadas con empleos, podremos divulgar información relacionada para adjudicar o investigar el asunto. Si lo dispusiera un contrato colectivo de trabajo, podríamos divulgar la información a una organización laboral reconocida en virtud de lo dispuesto en 5 U.S.C. Capítulo 71. También podríamos divulgar información a investigadores calificados en virtud de lo dispuesto en la Ley de Privacidad.

Aviso sobre la Ley de Reducción del Papeleo: De acuerdo con la Ley de Reducción del Papeleo de 1995, ninguna persona está obligada a responder a una solicitud de información a menos que la misma tenga un número de control de OMB que esté vigente. El número de control válido para esta solicitud de información es el 1845-0015. El tiempo necesario para llenar esta solicitud de información se estima en un promedio de 0,5 hora (30 minutos) por respuesta, incluyendo el tiempo para leer las instrucciones, buscar recursos de información existentes, reunir y mantener los datos necesarios y llenar y revisar la solicitud de información. Si tiene algún comentario con respecto a la precisión de la estimación del tiempo o sugerencias para mejorar esta solicitud, escriba a: U.S. Department of Education, Washington, DC 20202-4651.

SECCIÓN 7: AVISOS IMPORTANTES

Información de la Ley de Privacidad: The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

Las autorizaciones para recoger la información solicitada a usted y sobre usted se encuentran en las Secciones 428(b)(2)(A) et seq. 451 et seq. de la Ley de Educación Superior de 1965, según fueran modificadas (20 U.S.C. 1076(b)(2)(A) et seq. y 20 U.S.C. 1087a et seq.) y la autorización para recoger y usar su Número de Seguro Social (SSN) está en la Sección 484(a)(4) de la HEA (20 U.S.C. 1091(a)). La participación en el Programa Federal de Préstamos para la Educación de la Familia (FFEL) o en el Programa Federal de Préstamos Directos (Direct Loan William D. Ford, así como la divulgación de su SSN, son voluntarias, pero usted debe proporcionar la información solicitada, incluso su SSN, para participar.

El objeto principal de obtener la información que se solicita en este formulario, incluso su SSN, es verificar su identidad, determinar si reúne los requisitos para recibir un préstamo o algún beneficio de un préstamo (como, por ejemplo, aplazamiento, indulgencia de pago, cancelación o perdón) en virtud de los Programas FFEL y/o Préstamos Directos. Para los préstamos de consolidación, sólo el monto de los préstamos subyacentes (los préstamos consolidados) usados por el prestatario se considerará para la cancelación. El titular del prestatario informará sobre la cancelación a las mismas agencias de crédito a las que informaba sobre el estado del prestatario.

Si tiene algún comentario con respecto a la precisión de la estimación del tiempo o sugerencias para mejorar esta solicitud, escriba a: U.S. Department of Education, Washington, DC 20202-4651.

SECCIÓN 8: DÓNDE ENVIAR LA SOLICITUD COMPLETA DE CANCELACIÓN DE PRÉSTAMO

Llene y envíe la solicitud de cancelación y cualquier documentación adjunta a: (si no se indica una dirección, envíe al titular de su préstamo).

U.S. Department of Education
Direct Loan Servicing Center
P.O. Box 5609
Greenville, TX 75403-5609
1(800) 848-0979

Si necesita ayuda para llenar este formulario, llame: (1-800-848-0979)

Página 2 de 2
SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN [ ]-[ ]-[ ]
Name ____________________________
Address ____________________________
City, State, Zip Code ____________________________
Telephone - Home ( ) ____________________________
Telephone - Other ( ) ____________________________
E-mail (optional) ____________________________

SECTION 2: STUDENT INFORMATION

Before completing this section, carefully read the entire form, including the instructions, definitions, and terms and conditions in Sections 4, 5, and 6 on this form. If you are a student borrower applying for loan discharge, begin with Item 3. If you are a parent borrower applying for a PLUS loan discharge, begin with Item 1.

1. Student Name (Last, First, MI): ___________________________________________________________________________________________________________
2. Student SSN: __________________________________________________________________________________________________________________________________
3. Closed School Name: _____________________________________________________________________________________________________________________
4. Date school closed (if known): _____________________________________________________________________________________________________________
5. Closed School Address (street, city, state, zip code): _________________________________________________________________________________________
6. Dates of attendance at the closed school: From ____________ To ____________
7. Name of the program of study that you (or, for parent PLUS borrowers, the student) were enrolled in at the time the school closed: ____________________________________________________________________________
8. Did you (or, for parent PLUS borrowers, the student) complete the program of study at the closed school? 
   □ Yes  □ No
   If No, check all reasons that apply:
   □ You (or, for parent PLUS borrowers, the student) were on an approved leave of absence when the school closed: From ____________ To ____________
   □ The school closed while you (or, for parent PLUS borrowers, the student) were still enrolled.
   □ You (or, for parent PLUS borrowers, the student) withdrew from the school on: ____________
   □ Other (please explain): ___________________________________________________________________________________________________________________
9. Did you (or, for parent PLUS borrowers, the student) complete or are you in the process of completing the program of study or a comparable program of study at another school? 
   □ Yes  □ No  If Yes, complete (a) and (b) below:
   (a) Did the other school give you (or, for parent PLUS borrowers, the student) credit for training received at the closed school by allowing transfer of credits or hours earned at the closed school, or by any other means? 
      □ Yes  □ No
   (b) Were you (or, for parent PLUS borrowers, the student) required to start the program over from the beginning at the other school? 
      □ Yes  □ No
10. Did the holder of your loan receive any money back (a refund) from the school on your behalf? 
    □ Yes  □ No  □ Don't Know
    If Yes, give the amount and explain why the money was refunded: ________________________________________________________________
11. Did you (or, for parent PLUS borrowers, the student) make any monetary claim with, or receive any payment from, the school or any third party (see definition in Section 5) in connection with enrollment or attendance at the school? 
    □ Yes  □ No  □ Don't Know  If Yes, please provide the following information:
    (a) Name/address/telephone number of the party with whom the claim was made or from whom payment was received:
    ________________________________________________________________
    (b) Amount/status of claim: ________________________________________
    (c) Amount of payment received: $ ____________________________
    (Write “none” if no payment was received.)

SECTION 3: BORROWER CERTIFICATION

My signature below certifies that I have read and agree to the terms and conditions that apply to this loan discharge, as specified in Section 6 on the following page. Under penalty of perjury, I certify that all of the information I have provided on this form and in any accompanying documentation is true and accurate to the best of my knowledge and belief.

Borrower's Signature: ____________________________  Today's Date: ____________________________
SECTION 4: INSTRUCTIONS FOR COMPLETING THE APPLICATION

Type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 2006 = 06-24-2006. If you need more space to answer any of the items, continue on separate sheets of paper and attach them to this form. Indicate the number of the item(s) you are answering and include your name and social security number (SSN) on all attached pages.

Sign and date the form, then send the completed form and any attachments to the address in Section 8.

SECTION 5: DEFINITIONS

- The Federal Family Education Loan (FFEL) Program includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, Perkins Loans, and Consolidation Loans.
- The William D. Ford Federal Direct Loan (Direct Loan) Program includes Direct Stafford/Ford Loans (Direct Subsidized Loans), Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans), Federal Direct PLUS Loans (Direct PLUS Loans), and Federal Direct Consolidation Loans (Direct Consolidation Loans).
- The Federal Perkins Loan (Perkins Loan) Program includes Federal Perkins Loans and National Direct Student Loans (NDSL).
- The date a school closed is the date that the school stopped providing educational instruction in all programs, as determined by the U.S. Department of Education (the Department).
- The holder of a borrower’s FFEL Program loan(s) may be a lender, a guaranty agency, or the Department. The holder of a borrower’s Direct Loan Program loan(s) is the Department.
- Loan discharge due to school closure cancels the obligation of a borrower (and endorser, if applicable) to repay the remaining balance on a FFEL Program, Direct Loan Program, or Perkins Loan Program loan, and qualifies the borrower for reimbursement of any amounts paid voluntarily or through forced collection on the loan. For consolidation loans, only the amount of the underlying loans (the loans that were consolidated) that were used to pay for the program of study listed in Item 7 will be considered for discharge. The loan holder reports the discharge to all credit reporting agencies to which the holder previously reported the status of the loan.
- The student refers to the student for whom a parent borrower obtained a Federal PLUS Loan or Direct PLUS Loan.
- Dates of attendance: The “to” date means the last date that you (or, for parent PLUS borrowers, the student) actually attended the closed school.
- Program of study means the instructional program leading to a degree or certificate in which you (or, for parent PLUS borrowers, the student) were enrolled.
- Third party refers to any entity that may provide reimbursement for a refund owed by the school, such as a State or other agency offering a tuition recovery program or a holder of a performance bond.

SECTION 6: TERMS AND CONDITIONS FOR LOAN DISCHARGE BASED ON SCHOOL CLOSURE

I received FFEL Program, Direct Loan Program, or Perkins Loan Program loan funds on or after January 1, 1986, to attend (or, if I am a parent PLUS borrower, for the student to attend) the school identified as “closed school” in Section 2 of this form. Those funds were either received by me directly, or applied as a credit to the amount owed to the school. I (or, if I am a parent PLUS borrower, the student) was enrolled at that school or on an approved leave of absence on the date that it closed, or withdrew from the school no more than 90 days before it closed (or longer if authorized by the Department). Due to the school’s closure, I (or, if I am a PLUS borrower, the student) did not complete the program of study at that school. I (or, if I am a PLUS borrower, the student) did not complete and am not in the process of completing that program of study or a comparable program at another school by transferring credits or hours earned at the closed school to another school, or by any other means by which I (or, if I am a PLUS borrower, the student) benefited from the closed school.

I will provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates to the satisfaction of the Department or its designee that I meet the qualifications for loan discharge based on school closure, or that supports any representation that I made on this form or on any accompanying documents.

I agree to cooperate with the Department or its designee regarding any enforcement actions related to my request for loan discharge.

I understand that my request for loan discharge may be denied, or my discharge may be revoked if I fail to provide testimony, a sworn statement, or documentation upon request, or if I provide testimony, a sworn statement, or documentation that does not support the material representations I have made, or if I (or, if I am a PLUS borrower, the student) completed or am in the process of completing the program of study or a comparable program at another school through transfer of credits or hours from the closed school or by any other means by which I (or, if I am a PLUS borrower, the student) benefited from the training provided by the closed school.

I further understand that if my loan(s) is discharged based on any false, fictitious, or fraudulent statements that I knowingly made on this form or on any accompanying documents, I may be subject to civil and criminal penalties under applicable federal law.

I hereby assign and transfer to the Department any right to a refund on the discharged loan(s) that I may have from the school identified in Section 2 of this form and/or any owners, affiliates, or assignees of the school, and from any third party that may pay claims for a refund because of the actions of the school, up to the amount discharged by the Department on my loan(s).

SECTION 7: IMPORTANT NOTICES

Privacy Act Disclosure Notice: The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:
The authorities for collecting the requested information from and about you are §§421 et seq., §451 et seq. and §461 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., and 20 U.S.C. 1087a et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 20 U.S.C. 1091(a)(4)) and 31 U.S.C. 7701(b).
Participating in the Federal Family Education Loan (FFEL) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, or the Federal Perkins Loan (Perkins Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.
The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program, Direct Loan, and/or Perkins Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.
The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies, financial and educational institutions, or to federal or state agencies. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies, financial and educational institutions, or to federal or state agencies. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies, financial and educational institutions, or to federal or state agencies. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies, financial and educational institutions, or to federal or state agencies. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies, financial and educational institutions, or to federal or state agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose relevant records to a labor organization recognized under 5 U.S.C. Chapter 71.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this application, please write to: U.S. Department of Education, Washington, DC 20202-4537. If you have questions regarding the status of your individual submission of this application, contact your loan holder (see Section 8).

SECTION 8: WHERE TO SEND THE COMPLETED LOAN DISCHARGE APPLICATION

Send the completed loan discharge application and any attachments to:

If no address is shown, return to your loan holder.

[If applicable, provide specific instructions on where to send the completed form or application.]
SOLICITUD DE CANCELACIÓN DEL PRÉSTAMO: CIERRE DE LA UNIVERSIDAD

Programa Federal de Préstamos para Educación de la Familia / Programa Federal de Préstamos Directos William D. Ford / Programa Federal de Préstamos Perkins

ADVERTENCIA: Cualquier persona que a sabiendas proporcione información o declaraciones falsas en este formulario o en cualquier documento adjunto, estará sujeta a sanciones que pueden incluir multas, encarcelamiento o ambos, según el Código Penal de EE.UU. y 20 U.S.C. 1097.

SECCIÓN 1: IDENTIFICACIÓN DEL PRESTATARIO
Apellidos Primer nombre Inicial del segundo nombre Número de seguro social

Dirección: calle Código de área/número de teléfono
( )

Código de área/número de teléfono (otro)
( )

Ciudad Estado Código postal Dirección de email (opcional)

SECCIÓN 2: INFORMACIÓN DEL ESTUDIANTE
Antes de completar esta sección, lea detenidamente todo el formulario, incluidas las instrucciones, definiciones y los términos y las condiciones que aparecen en las Secciones 4, 5 y 6 de este formulario. Si es el estudiante quien solicita la cancelación del préstamo, comience con la pregunta 3. Si es el padre o la madre del estudiante quien solicita la cancelación del préstamo, comience con la pregunta 1.

1. Nombre del estudiante (apellido, primer nombre, inicial del segundo nombre):

2. SSN del estudiante: |__|__|__|-|__|__|-|__|__|__|__|

3. Nombre de la universidad que cerró:

4. Fecha de cierre de la universidad (si lo sabe): |__|__|-|__|__|-|__|__|__|__|

5. Dirección de la universidad que cerró (ciudad, estado, código postal):

6. Fechas de asistencia a la universidad que cerró: del |__|__|-|__|__|-|__|__|__|__| a l |__|__|-|__|__|-|__|__|__|__|

7. Nombre del programa de estudio en que usted (o, en el caso de prestatarios PLUS, el estudiante) estaba matriculado cuando cerró la universidad:

8. ¿Completó usted (o el estudiante, en el caso de prestatarios PLUS) el programa de estudio en la universidad que cerró? Sí No
Si la respuesta es negativa, marque todas las razones que correspondan:

- La universidad cerró cuando usted (o el estudiante, en el caso de prestatarios PLUS) todavía estaba matriculado.
- Usted (o el estudiante, en el caso de prestatarios PLUS) dejó la universidad el: |__|__|-|__|__|-|__|__|__|__|
- Usted (o el estudiante, en el caso de prestatarios PLUS) estaban de licencia aprobada cuando cerró la universidad: del |__|__|-|__|__|-|__|__|__|__| a l |__|__|-|__|__|-|__|__|__|__|
- Otra razón (explicar):

9. ¿Usted (o el estudiante, en el caso de prestatarios PLUS) finalizó, o está por finalizar, el mismo programa de estudio o uno semejante en otra universidad? Sí No
Si la respuesta es afirmativa, siga con a) y b) a continuación:

a) ¿La otra universidad le reconoció a usted (o al estudiante, en el caso de prestatarios PLUS) el entrenamiento recibido en la universidad que cerró, permitiéndole transferir créditos obtenidos y horas cursadas, o algún otro modo de reconocimiento? Sí No

b) ¿Usted (o el estudiante, en el caso de prestatarios PLUS) tuvo que comenzar el programa de estudio de nuevo en la otra universidad? Sí No

10. ¿El titular de su préstamo recibió algún dinero (reembolso) de la universidad en su nombre? Sí No No sé
Si la respuesta es afirmativa, indique el monto y explique por qué se efectuó el reembolso:

11. ¿Usted (o el estudiante, en el caso de prestatarios PLUS) efectuó algún reclamo de dinero o recibió algún pago de la universidad o un tercero (lea la definición en la sección 5) en relación con la matriculación o asistencia a la universidad? Sí No No sé
Si la respuesta es afirmativa, proporcione la siguiente información:

(a) Nombre/dirección/número de teléfono del tercero a quien se efectuó el reclamo o de quien se recibió el pago:

(b) Monto/estado del reclamo: ____________________________
(c) Monto del pago recibido: $________
(Escriba "ninguno" si no recibió pago alguno.)

SECCIÓN 3: CERTIFICACIÓN DEL PRESTATARIO
Mi firma a continuación certifica que he leído y aceptado los términos y las condiciones que corresponden a esta cancelación del préstamo, como se especifica en la sección 6 de la página siguiente. Bajo pena de perjurio, certifico que toda la información que he brindado en este formulario y en la documentación adjunta es precisa y fidedigna a mi leal saber y entender.

Firma del prestatario: ____________________________ Fecha: ____________________________
SECCIÓN 4: INSTRUCCIONES PARA LLENAR LA SOLICITUD

Aviso sobre la Ley de Reducción del Papeleo:

El Programa Federal de Préstamos para Educación de la Familia (FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.

El Programa Federal de Préstamos Directos William D. Ford (Préstamos Directos) incluye los Préstamos Federales Directos Stafford/Ford (con subsidio), los Préstamos Federales Directos Stafford/Ford (sin subsidio), los Préstamos Federales Directos PLUS (Directos PLUS) y los Préstamos Federales Directos de Consolidación (Directos de consolidación).

El Programa Federal de Préstamos Perkins (Préstamos Perkins) incluye los Préstamos Federales Perkins Loans y los Préstamos Nacionales Directos para Estudiantes (NDSL).

La fecha del cierre de la universidad es la fecha cuando la universidad dejó de brindar instrucción educativa en todos los programas, tal como lo determina el Departamento de Educación de EE.UU. (el Departamento).

El titular de los préstamos de un préstamo del Programa FFEL puede ser una institución de crédito, una agencia de garantías o el Departamento. El titular de los préstamos de un prestatario del Programa de Préstamos Directos (Direct Loan Program) es el Departamento. El titular de los préstamos de un prestatario del Programa Perkins puede ser el Departamento o una universidad.

La cancelación de un préstamo por cierre de la universidad cancela la obligación del prestatario (y del endosador, si corresponda) de pagar el saldo pendiente de un préstamo del Programa FFEL, del Programa de Préstamos Directos o del Programa Perkins y autoriza el reembolso al prestatario del saldo de todo pago voluntaria o por cobro forzado en virtud del préstamo. Para los préstamos de consolidación, sólo el monto de los préstamos subyacentes (los préstamos consolidados) usados por el programa de estudio indicado en la pregunta 7 será considerado para la cantidad de préstamo que se puede cancelar.

El prestatario se refiere al prestatario que permitirá el reembolso de los montos de su(s) préstamo(s) cancelado(s) por la universidad.

Fecha de asistencia: la fecha “del” indica la fecha a partir de la cual usted (o, para prestatarios PLUS, el estudiante) asistió a la universidad que cerró.

El programa de estudio se refiere al programa de instrucción que conduce a un título o certificado en el cual usted (o, para prestatarios PLUS, el estudiante) estuvo matriculado.

Un tercero se refiere a cualquier entidad que pueda suministrar el reembolso por una restitución debida a la universidad, como el programa para recuperación de la matrícula o los bonos de rendimiento.

SECCIÓN 6: TERMINOS Y CONDICIONES DE LA CANCELACION DEL PRESTAMO POR CIERRE DE LA UNIVERSIDAD

Se recibió fondos de un préstamo del Programa Perkins Direct, del Programa FFEL o del Programa Perkins de 1 de enero de 1986 o después de esa fecha para asistir (o, si soy un prestatario PLUS, para que el estudiante asista) a la universidad identificada como la “universidad que cerró” en la sección 2 de este formulario. Recibí esos fondos o fueron acreditados al monto que debía a la universidad. (o, si soy un prestatario PLUS, el estudiante) estuvo matriculado en esa universidad o estaba con licencia aprobada cuando cerró, o dejó la universidad antes de que pasaran 90 días del cierre (o más si lo autoriza el Departamento). Así, el prestatario (y el estudiante) no finalizó el mismo programa de estudio o uno semejante en otra universidad mediante transferencia de créditos obtenidos u horas cursadas en la universidad que cerró o por otros medios por los cuales me benefició (o, si soy un prestatario PLUS, el estudiante se benefició) con la instrucción brindada por la universidad que cerró.

Previo solicitud, prestaré testimonio, declaración jurada u otra documentación a mi alcance que demuestre para satisfacción del Departamento, o a quien designe, que reúna las condiciones para la cancelación del préstamo basada en el cierre de la universidad o que justifique la información que haya brindado en este formulario o en la documentación adjunta.

Entiendo que mi solicitud para la cancelación del préstamo puede ser denegada o rechazada si no puedo prestar testimonio, declaración jurada o la documentación solicitada, o si preto testimonio, declaración jurada o documentación que no justifique la información suministrada en este formulario o en la documentación adjunta, o si (o, si soy un préstamo PLUS, el estudiante) finalice o esté finalizado de un estudio o un tipo de programa de estudio para el cual me beneficié (o, si soy un prestatario PLUS, el prestatario) de los montos de mi(s) préstamo(s) cancelado(s) por la universidad identificada en la sección 2 de este formulario y/o cualquier propietario, afiliado o cesionario de la universidad, y cualquier tercero que pudiera pagar reembolsos por la cancelación de los préstamos de consolidación, único semejante en otra universidad mediante transferencia de créditos u horas cursadas desde la universidad que cerró, o por otros medios por los cuales me benefició (o, si soy un prestatario PLUS, el estudiante) con la instrucción brindada por la universidad que cerró.

Además entiendo que si mis(s) préstamo(s) es cancelado en base a alguna declaración falsa, ficticia o fraudulenta que haya efectuado a sabiendas en este formulario o en la documentación adjunta, puedo ser objeto de sanciones civiles y penales en virtud de la ley federal correspondiente.

Por la presente cedo y transfiero al Departamento cualquier derecho a un reembolso del (de los) préstamo(s) cancelado(s), otorgado por la universidad identificada en la sección 2 de este formulario y/o cualquier propietario, afiliado o cesionario de la universidad, y cualquier tercero que pudiera pagar reembolsos por la cancelación de las mismas agencias de crédito a las que informaba sobre el estado del préstamo.

SECCIÓN 7: AVISOS IMPORTANTES

Información de la Ley de Privacidad: La Ley de Privacidad de 1974 (5 U.S.C. 552a) exige que le proporcionemos la siguiente información:


El objeto principal de obtener la información que se solicita en este formulario, incluir su SSN, es verificar su identidad, determinar si reúne los requisitos para recibir un préstamo PLUS. Para el caso de un préstamo PLUS, confirmar el cumplimiento de requisitos como personal, empleados actuales y anteriores, colegas profesionales y personales, agencias de crédito, instituciones educativas y contratistas para verificar su identidad, determinar su elegibilidad para recibir un préstamo o beneficios para el prestatario, posibilitar la prestación de servicios o el cobro de su(s) préstamo(s) para, asistirlo en el pago del (de los) préstamo(s), cumplimentar los términos del (de los) préstamo(s), investigar posibles fraudes y verificar su conformidad con la reglamentación de los programas federales de ayuda económica para estudiantes, para ubicarlo si se atrae o deja de pagar su(s) préstamo(s), para suministrarle las estadísticas de la tasa de incumplimiento de pago, para brindarle la información de los antecedentes de ayuda económica, para asistir a los administradores del programa en el seguimiento de reembolsos y cancelaciones, o para brindar un método estándar para que las instituciones educativas puedan informar eficientemente el estado de matrículación de sus alumnos.

Si participamos en algún litigio, podremos enviar información al Departamento de Justicia, a un tribunal, a un órgano judicial, asesor jurídico, tercer o testigo que esté relacionado con esta legislación y es necesaria para el litigio. Si esta información, por sí misma o en combinación con otra información, indiquece una posible violación de la ley, podríamos enviarla a la autoridad correspondiente para considerar una acción judicial. Podríamos enviar información a los miembros del Congreso si usted nos solicita que la asistan con aspectos relativos a la ayuda federal para estudiantes. En circunstancias relacionadas con reclamos, quejas o medidas disciplinarias relacionadas con empleos, podremos divulgar información relacionada para adjudicar o investigar; si lo dispusiera un contrato colectivo de trabajo, podríamos divulgar la información a una organización laboral reconocida en virtud de lo dispuesto en 5 U.S.C. Capítulo 71. También podremos divulgar información a investigadores calificados en virtud de lo dispuesto en la Ley de Privacidad.

Aviso sobre la Ley de Reducción del Papeleo: De acuerdo con la Ley de Reducción del Papeleo de 1995, ninguna persona está obligada a responder a una solicitud de información a menos que la misma tenga un número de control de OMB que esté vigente. El número de control válido de OMB para esta solicitud de información es la 4445-0015. El tiempo necesario para una respuesta es de 0.5 hora (30 minutos) por respuesta, incluyendo el tiempo para leer las instrucciones, buscar recursos de información existente, reunir y mantener los datos necesarios y llenar y revisar la solicitud de información.


Si tiene alguna pregunta acerca de la presentación particular de esta solicitud, comuníquese con el titular de su(s) préstamo(s) (ver Sección 8).

SECCIÓN 8: DONDE ENVÍAR LA SOLICITUD COMPLETA DE CANCELACIÓN DE PRÉSTAMO

Llene y envíe la solicitud de cancelación y cualquier documentación adjunta a: (si no se indica una dirección, envíe al titular de su préstamo).

U.S. Department of Education
Direct Loan Servicing Center
P.O. Box 5609
Greenville, TX 75403-5609
1-800-948-0979.
SECTION 1: BORROWER INFORMATION

Please enter or correct the following information.

SSN [___|___|___|___|___|___|___|___|___|___|___|___|___]
Name ________________________________
Address ___________________________________________
City, State, Zip ____________________________
Telephone - Home ( ) ____________________
Telephone - Other ( ) ___________________________
E-mail address (optional) __________________________

SECTION 2: INSTRUCTIONS FOR COMPLETING THE FORM

Carefully read the entire form, including the definitions and other information on pages 2, 3, and 4.

Type or print in dark ink. If you are applying for discharge of more than one loan and your loans are held by more than one loan holder, you must submit a separate discharge application (original or copy) with any accompanying attachments to each holder. A “copy” means a photocopy of the original form that you completed. If you submit copies, you must sign each copy separately.

If any of the information in Section 1 is missing or incorrect, provide the missing or correct information.

Enter your name and social security number at the top of page 2 (if not preprinted).

If you are applying for discharge on the basis that you are the spouse or parent of an individual who died due to injuries suffered in the September 11, 2001 terrorist attacks, you must complete Sections 3, 4 and 5 of this form and provide the documentation specified in Section 9.

If you are applying for discharge on the basis that you are the spouse or parent of an individual who became permanently and totally disabled due to injuries suffered in the September 11, 2001 terrorist attacks, you must complete Sections 3, 4 and 5 of this form and, and the eligible public servant or other eligible victim must complete Section 6. A physician must complete Section 7. In addition, you must provide the documentation specified in Section 9. A representative may complete Section 6 on behalf of the eligible public servant or other eligible victim if that individual is unable to do so because of his or her disability.

If any of the information in Sections 8-10 on the following pages is missing or incorrect, provide the missing or correct information.

Please sign and date your application.

I have read and understand the definitions, documentation requirements, and terms and conditions that apply to this loan discharge, as specified in Sections 8-10 on the following pages, and that I meet the requirements for loan discharge.

I have provided the documentation specified in Section 9, Item A.

I am the spouse of an eligible public servant who died due to injuries suffered in the terrorist attacks on September 11, 2001. I have provided the documentation specified in Section 9, Item C, the eligible public servant has completed Section 6, and a physician has completed Section 7.

I am the spouse of an eligible victim (other than an eligible public servant) who died due to injuries suffered in the terrorist attacks on September 11, 2001. I have provided the documentation specified in Section 9, Item D, the eligible victim has completed Section 6, and a physician has completed Section 7.

I am the spouse of an eligible public servant who became permanently and totally disabled due to injuries suffered in the terrorist attacks on September 11, 2001. I have provided the documentation specified in Section 9, Item E.

I am the spouse of an eligible victim (other than an eligible public servant) who became permanently and totally disabled due to injuries suffered in the terrorist attacks on September 11, 2001. I have provided the documentation specified in Section 9, Item F.

I am the eligible parent of an eligible victim who died due to injuries suffered in the terrorist attacks on September 11, 2001. I have provided the documentation specified in Section 9, Item G.

I am the eligible parent of an eligible victim who became permanently and totally disabled due to injuries suffered in the terrorist attacks on September 11, 2001. I have provided the documentation specified in Section 9, Item H.

I understand that I may be required to provide additional documentation to establish my eligibility for loan discharge. I also understand that I must submit a separate discharge application to each holder of the loans that I want to have discharged.

My signature below certifies that:

1. I have read and understand the definitions, documentation requirements, and terms and conditions that apply to this loan discharge, as specified in Sections 8-10 on the following pages, and that I meet the requirements for loan discharge;

2. The eligible public servant or other eligible victim identified in Section 5 was present at the World Trade Center in New York City, New York, at the Pentagon in Virginia, or at the Shanksville, Pennsylvania site at the time of the terrorist-related aircraft crashes on September 11, 2001, or in the immediate aftermath, in accordance with the definitions in Section 8; and

3. Under penalty of perjury, all of the information I have provided on this form and in any accompanying documentation is true and accurate to the best of my knowledge and belief.

Signature of Borrower __________________________ Date __________________________
Printed Name of Borrower __________________________
SECTION 5: ELIGIBLE PUBLIC SERVANT OR OTHER ELIGIBLE VICTIM INFORMATION

Enter the name, date of birth, and social security number of the eligible public servant or other eligible victim:

<table>
<thead>
<tr>
<th>Printed Name (last, first, middle initial)</th>
<th>Date of Birth (mm-dd-yyyy)</th>
<th>Social Security Number</th>
</tr>
</thead>
</table>

SECTION 6: ELIGIBLE PUBLIC SERVANT/ELIGIBLE VICTIM UNDERSTANDINGS, AUTHORIZATION, AND CERTIFICATIONS

I understand that the borrower identified above and in Section 1 of this form is applying for a discharge of his/her eligible education loans(s) on the basis that I became permanently and totally disabled due to injuries suffered in the terrorist attacks on September 11, 2001.

I further understand that, except in the case of a consolidation loan for which the borrower and I are jointly responsible, a discharge of the borrower’s loans based on my permanent and total disability does not discharge any of my loans. If I have other loans for which I am responsible and I have not already applied for or received a discharge of those loans based on my disability, I should contact my loan holder.

I authorize any physician, hospital, or other institution having records about the disability that is the basis for the borrower’s request for a loan discharge to make information from these records available to the borrower and to the holder(s) of the borrower’s loan(s) for purposes of this application for a loan discharge.

I certify that I became permanently and totally disabled due to injuries suffered in the September 11, 2001 terrorist attacks, as defined in Section 8 of this form. Under penalty of perjury, I further certify that any information I have provided on this form and in any supporting documentation is true and accurate to the best of my knowledge and belief.

Signature of Eligible Public Servant/Eligible Victim or Representative

Date

Printed Name of Eligible Public Servant/Eligible Victim or Representative

SECTION 7: PHYSICIAN’S CERTIFICATION OF PERMANENT AND TOTAL DISABILITY

Instructions for Physician: The borrower identified in Section 1 of this form is applying for discharge of his/her federal education loan(s) on the basis that the borrower is the spouse or parent of an individual (identified in Section 5 of this form) who became permanently and totally disabled due to injuries suffered in the September 11, 2001 terrorist attacks.

Complete and sign the certification below only if you are a doctor of medicine or osteopathy legally authorized to practice in a State and if the individual identified in Section 5 of this form became permanently and totally disabled due to injuries suffered in the terrorist attacks on September 11, 2001, in accordance with the definition in Section 8 of this form (see below). Return the completed form to the borrower identified in Section 1.

I certify that the individual identified in Section 5 became permanently and totally disabled due to injuries suffered in the terrorist attacks on September 11, 2001, in accordance with the definition in Section 8 of this form.

I am a doctor of (check one) ☐ medicine ☐ osteopathy legally authorized to practice in the State of ______________________.

(For this purpose, the term State includes the 50 United States, the District of Columbia, American Samoa, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.)

My professional license number is _______. (Subject to verification through State records.)

Physician’s Signature (a signature stamp is not acceptable)

Date

Printed Name of Physician

Address

(_____ ) (_____ )

Telephone  Fax (optional)

City, State, Zip  E-mail address (optional)

SECTION 8: DEFINITIONS

- Died due to injuries suffered in the terrorist attacks on September 11, 2001 means that the individual identified in Section 5 of this form was present at the World Trade Center in New York City, New York, at the Pentagon in Virginia, or at the Shanksville, Pennsylvania site at the time of or in the immediate aftermath (see below) of the terrorist-related aircraft crashes on September 11, 2001, and the individual died as a direct result of these crashes.
- Became permanently and totally disabled due to injuries suffered in the terrorist attacks on September 11, 2001 means that the individual identified in Section 5 of this form was present at the World Trade Center in New York City, New York, at the Pentagon in Virginia, or at the Shanksville, Pennsylvania site at the time of or in the immediate aftermath (see below) of the terrorist-related aircraft crashes on September 11, 2001, and the individual became permanently and totally disabled as a direct result of these crashes. If the injuries suffered due to the terrorist-related aircraft crashes did not make the individual permanently and totally disabled at the time of or in the immediate aftermath (see below) of the attacks, the individual may be considered to be permanently and totally disabled for purposes of this loan discharge if the individual’s medical condition has deteriorated to the extent that the individual is now permanently and totally disabled. An individual is considered to be permanently and totally disabled if (a) the disability is the result of a physical injury to the individual that was treated by a medical professional within 72 hours after the injury was sustained or within 72 hours of the individual’s rescue; (b) the physical injury that caused the disability is verified by contemporaneous medical records created by or at the direction of the medical professional who provided the medical care; (c) the individual is unable to work and earn money due to the disability; and (d) the disability is expected to continue indefinitely or result in death.
- Present at the World Trade Center in New York City, New York, at the Pentagon in Virginia, or at the Shanksville, Pennsylvania site means that at the time of the terrorist-related aircraft crashes or in the immediate aftermath (see below), the individual identified in Section 5 of this form was physically present (a) in the buildings or portions of the buildings that were destroyed as a result of the terrorist-related aircraft crashes; or (b) in any area contiguous to the crash site that was sufficiently close to the site that there was a demonstrable risk of physical harm resulting from the impact of the aircraft or any subsequent fire, explosions or building collapses. Generally, this includes the immediate area in which the impact occurred, fire occurred, portions of buildings fell, or debris fell upon and injured persons. This definition also includes individuals who were on board American Airlines flights 11 or 77 or United Airlines flights 93 or 175 on September 11, 2001.
- Immediate aftermath means, except for eligible public servants, the period of time from the aircraft crashes until 12 hours after the crashes. In the case of an eligible public servant, the immediate aftermath includes the period from the aircraft crashes until 96 hours after the crashes.

The September 11, 2001 terrorist attacks are the terrorist events and their immediate aftermath at the World Trade Center in New York City, New York, the Pentagon in Virginia, the crash site in Shanksville, Pennsylvania, and on board American Airlines flights 11 and 77 and United Airlines flights 93 and 175.

Definitions continued on page 3.
SECTION 8: DEFINITIONS (continued from page 2)

- A spouse of an eligible public servant or other eligible victim must have been married to the eligible public servant or other eligible victim on September 11, 2001 and must currently be married to that individual, or must have been married to that individual at the time of the individual’s death.

- Eligible public servant means an individual who (a) served as a police officer, firefighter, other safety or rescue personnel, or as a member of the Armed Forces, and (b) died or became permanently and totally disabled due to injuries suffered in the terrorist attacks on September 11, 2001.

- Eligible victim means an individual who died or became permanently and totally disabled due to injuries suffered in the terrorist attacks on September 11, 2001, except for an individual who has been identified as a participant or conspirator in the terrorist-related crashes on September 11, 2001.

- Eligible parent means an individual who owes a Federal PLUS Loan or a Direct PLUS Loan obtained on behalf of an eligible victim, or who owes a Federal Consolidation Loan or a Direct Consolidation Loan that was used to repay a Federal PLUS Loan or a Direct PLUS Loan obtained on behalf of an eligible victim. NOTE: An eligible parent who owes a loan obtained on behalf of an eligible public servant may qualify for a loan discharge in accordance with the requirements for loan discharge based on the death or permanent and total disability of an eligible victim.


- The Federal Perkins Loan (Perkins Loan) Program includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Direct Unsubsidized Student Loans (NDSL).

- The William D. Ford Federal Direct Loan (Direct Loan) Program includes Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans), Federal Direct PLUS Loans (Direct PLUS Loans), and Federal Direct Consolidation Loans (Direct Consolidation Loans).

- An eligible loan for the purpose of this loan discharge is (1) any outstanding FFEL, Direct Loan, or Perkins Loan program loan on which amounts were owed by the borrower on September 11, 2001; or (2) the outstanding portion of a Federal Consolidation Loan or Direct Consolidation Loan attributable to FFEL, Direct Loan, or Federal Perkins Loan program loans that were owed on September 11, 2001.

- The holder of your FFEL Program loan(s) may be a lender, a guaranty agency, or the U.S. Department of Education (ED). The holder of your Perkins Program loan(s) may be a school you attended or ED. The holder of your Direct Loan Program loan(s) is ED.

SECTION 9: DOCUMENTATION REQUIREMENTS

A. For the death of an eligible public servant:

1. A certification from an authorized official of the Armed Forces, police, fire, or safety/rescue agency (for example, military commanding or personnel officer, or human resources official) that the individual identified in Section 5 of this form was a member of the Armed Forces, or was employed as a police officer, firefighter, or other safety or rescue personnel, and was present at the World Trade Center in New York City, New York, at the Pentagon in Virginia, or at the Shanksville, Pennsylvania site at the time of the terrorist-related aircraft crashes or in the immediate aftermath of these crashes; and

2. Documentation that the individual identified in Section 5 of this form is included on an official list of the individuals who died in the September 11, 2001 terrorist attacks; or, if the individual is not included on such a list:
   - An original or certified copy of the individual’s death certificate or, if the individual owed a FFEL, Direct Loan, or Federal Perkins Loan program loan at the time of the terrorist attacks, documentation that the individual’s loan was discharged by the loan holder due to death; and
   - A certification from a physician or medical examiner that the individual died due to injuries suffered in the terrorist attacks on September 11, 2001; or

3. In exceptional circumstances and on a case-by-case basis, other reliable documentation in lieu of the documentation specified in A.1. and/or A.2. of this section, as determined by the chief executive officer of the guaranty agency (for FFEL Program loans), the chief financial officer of the school (for Perkins Loan Program loans), or the Secretary of Education (for Direct Loan Program loans).

B. For the death of an eligible victim:
   - The documentation specified in A.2. or A.3. of this section.

C. For the permanent and total disability of an eligible public servant:

1. The documentation specified in A.1. of this section;

2. Copies of contemporaneous medical records created by or at the direction of a medical professional who provided medical care to the individual identified in Section 5 of this form within 72 hours after the injury was sustained or within 72 hours after the individual was rescued (a “contemporaneous” medical record means that was created at the time the medical care was provided); and

3. A certification in Section 7 of this form by a physician, who is a doctor of medicine or osteopathy and who is legally authorized to practice in a State, that the individual identified in Section 5 of this form is permanently and totally disabled as a result of injuries suffered in the terrorist attacks on September 11, 2001.

D. For the permanent and total disability of an eligible victim:
   - The documentation specified in C.2. and C.3. of this section.

SECTION 10: LOAN DISCHARGE TERMS AND CONDITIONS

- If you qualify for loan discharge as a September 11, 2001 survivor, you are relieved of the obligation to make further payments on your eligible loans, in accordance with the terms specified below. Any payments you made on a loan prior to discharge are not returned.

- If you are the spouse of an eligible public servant, you are relieved of the obligation to make further payments on any of your eligible loans, including any eligible Federal Consolidation Loan or Direct Consolidation Loan that was made jointly to you and the eligible public servant.

- If you are the spouse of an eligible victim (other than an eligible public servant), you are relieved of the obligation to make further payments on the portion of a Federal Consolidation Loan or a Direct Consolidation loan made jointly to you and the victim that is attributable to the victim’s eligible loans. You will remain responsible for repaying the portion of the consolidation loan that is attributable to your loans.

- If you are the parent of an eligible victim, you are relieved of the obligation to make further payments on (1) an eligible Federal PLUS Loan or Direct PLUS Loan that you obtained on behalf of the victim, and (2) the portion of a Federal Consolidation Loan or a Direct Consolidation Loan that is attributable to eligible Federal PLUS Loans or Direct PLUS Loans you obtained on behalf of the victim.

SECTION 11: WHERE TO SEND THE COMPLETED LOAN DISCHARGE APPLICATION

Send the completed loan discharge application and any attachments to: (If no address is shown, return to your loan holder.)

If you need help completing this form, call:

Page 3 of 4
Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:
Sections 421 et seq., 451 et seq., and 461 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., and 20 U.S.C. 1087aa et seq.), and §6 of the Third Higher Education Extension Act of 2006 (THEEA), Pub. L. 109-292, provide the authorities for collecting the requested information from and about you and about your spouse or child who is an eligible public servant or eligible victim as defined in §6(a)(1) and (2) of the THEEA. The authorities for collecting and using your Social Security Number (SSN) and the SSN of your spouse or child who is an eligible public servant or eligible victim, as defined in §6(a)(1) and (2) of the THEEA, are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)), 31 U.S.C. 7701(b), and §6 of the THEEA. Participating in the Federal Family Education Loan (FFEL) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, or the Federal Perkins Loan (Perkins Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN and the SSN of your spouse or child who is an eligible public servant or eligible victim as defined in §6(a)(1) and (2) of the THEEA, are to verify your identity and the identity of the eligible public servant or eligible victim, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL, Direct Loan, and/or Perkins Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies or to financial and educational institutions.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0079. The time required to complete this information collection is estimated to average 1 hour (60 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4700. Do not send the completed loan discharge application to this address.

If you have questions regarding the status of your individual submission of this form, contact your loan holder (see Section 11).
SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN    -    -    -    -    -    -    -    -    -    -    -    -
Name
City, State, Zip Code
Telephone - Home ( )
Telephone - Other ( )
E-mail (optional)

SECTION 2: BORROWER'S LOAN FORGIVENESS REQUEST, PREVIOUS LOAN FORGIVENESS INFORMATION, UNDERSTANDINGS, AND CERTIFICATION

The borrower must complete this section.

Before completing this section, carefully read the entire form, including the general information and instructions, terms and conditions, definitions, and eligibility requirements in Sections 4, 5, 6, 7, and 8 on this form.

Loan Forgiveness Request

I request forgiveness on my FFEL and/or Direct Loan Program loan(s) based on my employment as a full-time teacher in an elementary or secondary school for at least five consecutive, complete academic years. (Note: School librarians, guidance counselors, and other administrative staff are not considered teachers for the purposes of this loan forgiveness program.) During the period that qualifies me for loan forgiveness, I taught (check only one box):

☑ Full time in an elementary school as a highly qualified special education teacher for children with disabilities. The children's disabilities corresponded to my special education training, and I demonstrated knowledge and teaching skills in the content areas of the elementary or secondary school curriculum (loan forgiveness of up to $17,500).

☑ Full time in a secondary school as a highly qualified special education teacher for children with disabilities. The children's disabilities corresponded to my special education training, and I demonstrated knowledge and teaching skills in the content areas of the elementary or secondary school curriculum (loan forgiveness of up to $17,500).

☑ Full time in a secondary school as a highly qualified mathematics teacher (loan forgiveness of up to $17,500).

☑ Full time in a secondary school as a highly qualified science teacher (loan forgiveness of up to $17,500).

☑ Full time in a secondary school (i) in a subject area relevant to my academic major, or (ii) as a highly qualified secondary school teacher (loan forgiveness of up to $5,000).

☑ Full time in an elementary school (i) where I demonstrated knowledge and teaching skills in reading, writing, mathematics, and other areas of the elementary school curriculum, or (ii) as a highly qualified elementary school teacher (loan forgiveness of up to $5,000).

Previous Loan Forgiveness Information

Check one of the boxes below:

☑ I have not previously applied for or received forgiveness on my FFEL and/or Direct Loan program loan(s) under this Teacher Loan Forgiveness Program.

☑ I have applied for or received forgiveness on my FFEL and/or Direct Loan program loan(s) under this Teacher Loan Forgiveness Program with the loan holder listed below. (If you check this box, provide the loan holder and forgiveness amount information requested below. If you have applied for but have not yet received forgiveness, leave "Forgiveness Amount" blank.)

Loan Holder Name ____________________________ Loan Holder Telephone/Web Site ____________________________ Forgiveness Amount $ ____________________________

Understandings and Certification

I understand that a forbearance of principal and accrued interest will be applied on the qualifying loan(s) from the date my loan holder receives my completed loan forgiveness application through the date the loan forgiveness request is approved or denied, unless I notify my loan holder that I intend to make regular payments during this period. However, making regular payments may reduce the amount of my loan forgiveness. I understand that any unpaid interest that accrues during the forbearance may be capitalized.

I certify that: (1) The information I provided in Sections 1 and 2 is true and correct; (2) I have read and understand the terms and conditions in Section 5 and the definitions in Sections 6 and 7; and (3) I meet eligibility requirements for teacher loan forgiveness as explained in Section 8.

Borrower's Signature ____________________________ Today's Date (mm-dd-yyyy) ____________________________

SECTION 3: CHIEF ADMINISTRATIVE OFFICER'S CERTIFICATION

The Chief Administrative Officer, such as principal, assistant principal, or superintendent, must complete this section.

Before completing this section, carefully read the general information and instructions, definitions, and eligibility requirements in Sections 4, 6, 7, and 8. More than one Chief Administrative Officer's certification may be required. Return the completed form to the borrower.

I certify, to the best of my knowledge and belief, that the borrower has met the teaching service requirements for loan forgiveness as specified in Sections 6, 7, and 8. In addition, I certify that, during the period for which the borrower is seeking forgiveness, the borrower was a teacher as defined in Section 6 and taught full time for consecutive, complete academic year(s) from (mm-dd-yyyy) to (mm-dd-yyyy) at an eligible Title I school(s) in the capacity that the borrower has indicated in Section 2.

☑ Check here if this school is operated by the Bureau of Indian Education (BIE) or operated on an Indian reservation by an Indian tribal group under contract with the BIE.

School Name (Not School District)

School Address (Street, City, State, Zip Code)

County

Chief Administrative Officer's Name and Title (Printed)

Telephone

Chief Administrative Officer's Signature ____________________________ Today's Date (mm-dd-yyyy) ____________________________
SECTION 4: GENERAL INFORMATION AND INSTRUCTIONS

The Teacher Loan Forgiveness Program is intended to encourage individuals to enter and continue in the teaching profession. Under this program, individuals who teach full time for five consecutive, complete academic years in certain elementary and secondary schools that serve low-income families and meet other qualifications may be eligible for forgiveness of up to a combined total of $17,500 in principal and interest on their FFEL and/or Direct Loan program loans. For complete terms and conditions and eligibility requirements, see Sections 5 and 6.

Before completing Section 2, carefully read Sections 5, 6, 7, and 8. Be sure to provide all requested information. Type or print using dark ink. Show dates as mm-dd-yyyy (for example, show “January 1, 2008” as “01-01-2008”).

The Chief Administrative Officer of the school at which you performed your qualifying teaching service must complete Section 3. If you taught at more than one school during the same academic year, the Chief Administrative Officer from one of the schools may complete Section 3. If you taught at different schools during different academic years, the Chief Administrative Officers from all of the schools must certify your eligibility. If you need more than one Chief Administrative Officer’s certification, the additional certifications, containing the information in Section 3, may be provided on a separate piece of paper and submitted with your completed form.

Return the completed form to the address shown in Section 9. If you are applying for forgiveness of loans that are held by different loan holders, you must submit a separate form to each loan holder.

SECTION 5: TERMS AND CONDITIONS

If you are determined to be eligible for loan forgiveness under this program, your loan holder will not refund any payments that you made or that were made on your behalf before the determination of eligibility.

You are not eligible to receive forgiveness for more than a combined total of $17,500 of principal and interest of your FFEL and/or Direct Loan program loan(s). You are responsible for repaying any loan balance that remains after the forgiveness has been granted.

Unless you instruct your loan holder otherwise, the forgiveness amount will be applied to your loans in the following order: (1) unsubsidized Federal Stafford Loan(s) or Direct Unsubsidized Loan(s), (2) subsidized Federal Stafford Loan(s) or Direct Subsidized Loan(s), and (3) Federal Consolidation Loan, Direct Unsubsidized Consolidation Loan, or Direct Subsidized Consolidation Loan.

If you receive loan forgiveness based on any false, fictitious, or fraudulent statements that you make on this form or on any accompanying documents, you may be subject to civil and criminal penalties under applicable federal law.

SECTION 6: DEFINITIONS

An academic year is:
- One complete school year at the same school, or
- Two complete and consecutive half years at different schools, or
- Two complete and consecutive half years from different school years at either the same school or different schools.

Half years exclude summer sessions. Two half years generally fall within a 12-month period. For schools that have a year-round program of instruction, a minimum of nine months is considered an academic year.

Capitalization is the addition of unpaid interest to the principal balance of a loan. This will increase the principal and total cost of the loan.

The Chief Administrative Officer is the official in a school (such as a principal, an assistant principal, or a superintendent) who is responsible for supervising the employment of teachers and who has access to records relating to teachers’ experience and qualifications for teaching.

A child with a disability is a child who needs special education and related services because the child has mental retardation, a hearing impairment (including deafness), a speech or language impairment, a visual impairment (including blindness), a serious emotional disturbance, an orthopedic impairment, autism, a traumatic brain injury, another health impairment, or a specific learning disability. For a child age 3 through 9, the term a child with a disability may, at the discretion of the state and the local educational agency, include a child who needs special education and related services because the child is experiencing developmental delays, as defined by the state and as measured by appropriate diagnostic instruments and procedures, in one or more of the following areas: physical development, cognitive development, communication development, social or emotional development, or adaptive development.

An elementary school is a public or nonprofit private school that provides elementary education as determined by state law or, if the school is not in a state, by the U.S. Department of Education.

A forbearance is a temporary cessation of payments, an extension of time for making payments, or temporary acceptance of smaller payments than previously scheduled. The borrower is responsible for any interest that accrues on a loan during forbearance. If the borrower does not pay the interest that accrues on the loan, the interest may be capitalized.

Full time means the standard used by a state in defining full-time employment as a teacher. If you teach in more than one school, full time is based on the combination of all of your qualifying employment.

The holder of a FFEL Program loan may be a lender, guaranty agency, or the U.S. Department of Education. The holder of a Direct Loan Program loan is the U.S. Department of Education.

Loans that are eligible for forgiveness are Federal Stafford Loans (subsidized and unsubsidized), Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans), and any portion of a Federal Consolidation Loan or Federal Direct Consolidation Loan that paid off an eligible Federal Stafford Loan, Direct Subsidized Loan, or Direct Unsubsidized Loan.

A secondary school is a public or nonprofit private school that provides secondary education as determined by state law or, if the school is not in a state, by the U.S. Department of Education.

Special education means specially designed instruction, at no cost to parents, to meet the unique needs of a child with a disability, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and instruction in physical education, i.e., physical therapy.

A teacher is a person who provides direct classroom teaching or classroom-type teaching in a non-classroom setting, including special education teachers. School librarians, guidance counselors, and other administrative staff are not considered teachers for the purposes of this loan forgiveness program.
SECTION 7: DEFINITION OF HIGHLY QUALIFIED

Public and private school teachers may meet different criteria in order to be considered “highly qualified” for the purposes of the Teacher Loan Forgiveness Program, as explained below.

Public School Teachers

To be a highly qualified teacher, a teacher in a public elementary or secondary school must:

1. Meets the applicable standards of an elementary, middle, or secondary school teacher who is new to the profession; or
2. Demonstrates competence in all the academic subjects in which the teacher teaches based on a high objective, uniform state standard of evaluation that:
   a. Is set by the state for both grade appropriate academic subject matter knowledge and teaching skills;
   b. Is aligned with challenging state academic content and student academic achievement standards and developed in consultation with core content specialists, teachers, principals, and school administrators;
   c. Provides objective, coherent information about the teacher’s attainment of core content knowledge in the academic subjects in which a teacher teaches;
   d. Is aligned uniformly to all teachers in the same academic subject and the same grade level throughout the state;
   e. Takes into consideration, but is not based primarily on, the time the teacher has been teaching in the academic subject;
   f. Is made available to the public upon request; and
   g. May involve multiple, objective measures of teacher competency.

Private School Teachers

To be a highly qualified teacher, a teacher in a private, non-profit elementary or secondary school who is not a highly qualified teacher as defined above must:

1. Hold at least a bachelor’s degree; and
2. Demonstrate a high level of competency in each of the academic subjects in which the teacher teaches by:
   a. Passing a rigorous state academic subject test in each of the academic subjects in which the teacher teaches (which may consist of a passing level of performance on a state-required certification or licensing test or tests in each of the academic subjects in which the teacher teaches); or
   b. Successful completion, in each of the academic subjects in which the teacher teaches, of an academic major, a graduate degree, coursework equivalent to an undergraduate academic major, or advanced certification or credentialing.

An elementary, middle, or secondary school teacher who is not new to the profession also is considered highly qualified if the teacher holds at least a bachelor’s degree and:
1. Meets the applicable standards of an elementary, middle, or secondary school teacher who is new to the profession; or
2. Demonstrates competence in all the academic subjects in which the teacher teaches based on a high objective, uniform state standard of evaluation that:
   a. Meets the applicable standards of an elementary, middle, or secondary school teacher who is new to the profession; or
   b. Has demonstrated, by passing a rigorous state test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary school curriculum (which may consist of passing a state-required certification or licensing test or tests in reading, writing, mathematics, and other areas of the basic elementary school curriculum).

In addition:

1. An elementary school teacher who is new to the profession also is considered highly qualified if the teacher:
   a. Holds at least a bachelor’s degree; and
   b. Has demonstrated, by passing a rigorous state test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary school curriculum (which may consist of passing a state-required certification or licensing test or tests in reading, writing, mathematics, and other areas of the basic elementary school curriculum).

2. A middle or secondary school teacher who is new to the profession also is considered highly qualified if the teacher:
   a. Holds at least a bachelor’s degree; and
   b. Has demonstrated a high level of competency in each of the academic subjects in which the teacher teaches by:
      a. Passing a rigorous state academic subject test in each of the academic subjects in which the teacher teaches (which may consist of a passing level of performance on a state-required certification or licensing test or tests in each of the academic subjects in which the teacher teaches); or
      b. Successful completion, in each of the academic subjects in which the teacher teaches, of an academic major, a graduate degree, coursework equivalent to an undergraduate academic major, or advanced certification or credentialing.

An elementary, middle, or secondary school teacher who is not new to the profession also is considered highly qualified if the teacher holds at least a bachelor’s degree and:

1. Meets the applicable standards of an elementary, middle, or secondary school teacher who is new to the profession; or
2. Demonstrates competence in all the academic subjects in which the teacher teaches based on a high objective, uniform state standard of evaluation that:
   a. Meets the applicable standards of an elementary, middle, or secondary school teacher who is new to the profession; or
   b. Has demonstrated, by passing a rigorous state test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary school curriculum (which may consist of passing a state-required certification or licensing test or tests in reading, writing, mathematics, and other areas of the basic elementary school curriculum).

Private School Teachers

To be a highly qualified teacher, a teacher in a private, non-profit elementary or secondary school who is not a highly qualified teacher as defined above must:

1. Be permitted to and satisfy rigorous subject knowledge and skills tests by taking competency tests in applicable grade levels and subject areas. The competency tests must be recognized by five or more states for the purposes of fulfilling the highly qualified teacher requirements under section 9101 of the Elementary and Secondary Education Act of 1965; and
2. Achieve a score on each test that equals or exceeds the average passing score for those five states.

SECTION 8: ELIGIBILITY REQUIREMENTS

To qualify for loan forgiveness under this program, you must not have had an outstanding balance on a FFEL or Direct Loan program loan as of October 1, 1998, or on the date that you obtained a Direct Loan Program loan or a FFEL Program loan after October 1, 1998.

If you are in default on a FFEL and/or Direct Loan program loan(s), you are not eligible for forgiveness of that loan(s) unless you have made satisfactory repayment arrangements with the holder of the defaulted loan(s).

The loan(s) for which you are seeking forgiveness was made prior to the end of your five academic years of qualifying teaching service.

You have not received benefits through the AmeriCorps Program under Subtitle D of Title I of the National and Community Service Act of 1990 for the same teaching service for which you are seeking forgiveness on your FFEL and/or Direct Loan program loan(s).

You must have been employed as a full-time teacher for five consecutive, complete academic years, at least one of which was after the 1997-1998 academic year, in an elementary or secondary school that:

- Is in a school district that qualifies for funds under Title I of the Elementary and Secondary Education Act of 1965, as amended;
- Has been selected by the U.S. Department of Education based on a determination that more than 30 percent of the school’s total enrollment is made up of children who qualify for services provided under Title I; and
- Is listed in the Annual Directory of Designated Low-Income Schools for Teacher Cancellation Benefits (See website address at http://studentaid.ed.gov/PORTALSWebApp/students/english/cancelstaff.jsp). If this directory is not available before May 1 of any year, the previous year’s directory may be used.

Note: All elementary and secondary schools operated by the Bureau of Indian Education (BIE) or operated on Indian reservations by Indian tribal groups under contract with the BIE qualify as schools serving low-income students. These schools are qualifying schools for purposes of this loan forgiveness program.

If your school meets the above requirements for at least one year of your teaching service, but does not meet these requirements during subsequent years, your subsequent years of teaching at the school may be counted toward the required five consecutive, complete academic years of teaching.
SECTION 8: ELIGIBILITY REQUIREMENTS (continued)

If your five consecutive, complete years of qualifying teaching service began before October 30, 2004:

- You may receive up to $5,000 in loan forgiveness if, as certified by the Chief Administrative Officer of the school where you were employed, you were:
  1. A full-time elementary school teacher who demonstrated knowledge and teaching skills in reading, writing, mathematics, and other areas of the elementary school curriculum; or
  2. A full-time secondary school teacher who taught in a subject area that was relevant to your academic major.

- You may receive up to $17,500 in loan forgiveness if, as certified by the Chief Administrative Officer of the school where you were employed, you were:
  1. A highly qualified full-time mathematics or science teacher in an eligible secondary school; or
  2. A highly qualified special education teacher whose primary responsibility was to provide special education to children with disabilities, and you taught children with disabilities that corresponded to your area of special education training and have demonstrated knowledge and teaching skills in the content areas of the curriculum that you taught.

If your five consecutive, complete years of qualifying teaching service began on or after October 30, 2004:

- You may receive up to $5,000 in loan forgiveness if you were a highly qualified full-time elementary or secondary school teacher.

- You may receive up to $17,500 in loan forgiveness if, as certified by the Chief Administrative Officer of the school where you were employed, you were:
  1. A highly qualified full-time mathematics or science teacher in an eligible secondary school; or
  2. A highly qualified special education teacher whose primary responsibility was to provide special education to children with disabilities, and you taught children with disabilities that corresponded to your area of special education training and have demonstrated knowledge and teaching skills in the content areas of the curriculum that you taught.

If you were unable to complete an academic year of teaching, that year may still be counted toward the required five consecutive, complete academic years if:

- You completed at least one-half of the academic year; and

- Your employer considers you to have fulfilled your contract requirements for the academic year for the purposes of salary increases, tenure, and retirement; and

- You were able to complete the academic year because:
  1. You returned to postsecondary education, on at least a half-time basis, in an area of study directly related to the performance of the teaching service described above; or
  2. You had a condition covered under the Family and Medical Leave Act of 1993 (FMLA); or
  3. You were called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces.

Note: Absence due to a period of postsecondary education, a condition covered under the FMLA, or active duty service, including the time needed for you to resume teaching no later than the beginning of the next regularly scheduled academic year, does not constitute a break in the required five consecutive, complete years of qualifying teaching service.

SECTION 9: WHERE TO SEND THE COMPLETED TEACHER LOAN FORGIVENESS APPLICATION

Return the completed form and any attachments to:
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:
(If no phone number is shown, call your loan holder.)

SECTION 10: IMPORTANT NOTICES

Privacy Act Disclosure Notice: The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:
The authorities for collecting the requested information and about you are 428(b)(2)(A) et seq. and 451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1078(b)(2)(A) et seq. and 20 U.S.C. 1087a et seq.) and the authority for collecting and using your Social Security Number (SSN) is 484(a)(4) of the HEA (20 U.S.C. 1091(a)(4)). Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.
The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program and/or Direct Loan Program, to provide a standardized method for educational institutions efficiently to submit student enrollment status.
In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may also be made to qualified researchers under Privacy Act safeguards.
Paperwork Reduction Notice: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0059. The time required to complete this information collection is estimated to average 0.33 hours (20 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4700.
If you have questions regarding the status of your submission of this form, contact your loan holder (see Section 9).
SOLICITUD DE CONDONACIÓN DE LA DEUDA ESTUDIANTIL DE MAESTROS

Programa Federal de Préstamos para la Educación de la Familia
Programa Federal de Préstamos Directos «William D. Ford»

Es posible que usted reúna los requisitos para la condenación de su deuda estudiantil, si no tenía a la fecha del 1 de octubre de 1998 ningún saldo pendiente en préstamos hechos mediante el Programa Federal de Préstamos para la Educación de la Familia (Programa FFEL) o el Programa Federal de Préstamos Directos «William D. Ford» (Programa de Préstamos Directos), o si no lo tenía en el momento de obtener otro préstamo después del 1 de octubre de 1998.

AVISO: El que a sabiendas haga declaraciones falsas o engañosas en el presente formulario, o en cualquier documento adjunto al mismo, quedará sujeto a multas, encarcelamiento o ambas penas, de conformidad con el Código Penal de EE.UU. y con la Sección 1097 del Título 20 del Código de Estados Unidos.

SECCIÓN 1: DATOS DE IDENTIDAD DEL PRESTATARIO

<table>
<thead>
<tr>
<th>Favor de introducir o corregir la siguiente información:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N.º de Seguro Social</td>
</tr>
<tr>
<td>Nombre y apellidos</td>
</tr>
<tr>
<td>Dirección</td>
</tr>
<tr>
<td>Ciudad, estado, código postal</td>
</tr>
<tr>
<td>Teléfono (domicilio)</td>
</tr>
<tr>
<td>Teléfono (alternativo)</td>
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<tr>
<td>Correo electrónico (optativo):</td>
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</tbody>
</table>

Antes de llenar esta sección, lea toda la solicitud, incluidas «Información general e indicaciones», «Condiciones de participación», «Definiciones» y «Requisitos de participación», que se encuentran en las Secciones 4, 5, 6, 7 y 8 del presente formulario.

<table>
<thead>
<tr>
<th>Solicito la condenación de hasta $5,000 de mi deuda contraída por los préstamos obtenidos mediante el Programa FFEL y/o el Programa de Préstamos Directos, basándome en mi desempeño como docente en una escuela de enseñanza primaria o secundaria que reúne los requisitos correspondientes. Durante el período de servicio que justifica la presente solicitud de condenación (marque las casillas que correspondan a su caso):</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Me desempeñé a tiempo completo como docente, en una escuela de enseñanza primaria, y he demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en la lectura, la redacción, las matemáticas y las otras materias que figuran en el plan de estudios de la enseñanza primaria.</td>
</tr>
<tr>
<td>✓ Me desempeñé a tiempo completo como docente, en una escuela de enseñanza secundaria, impartiendo instrucción en una materia que guarda relación con mi especialización académica.</td>
</tr>
<tr>
<td>✓ Me desempeñé a tiempo completo como docente, en una escuela de enseñanza primaria o secundaria, y era docente de primaria o secundaria altamente cualificado, según lo definido en la Sección 7.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Solicito la condenación de hasta $17,500 de mi deuda contraída por los préstamos obtenidos mediante el Programa FFEL y/o el Programa de Préstamos Directos, basándome en mi desempeño como docente en una escuela de enseñanza primaria o secundaria que reúne los requisitos correspondientes. Durante el período de servicio que justifica la presente solicitud de condenación (marque las casillas que correspondan a su caso):</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Me desempeñé a tiempo completo como docente de matemáticas o ciencias, en una escuela de enseñanza secundaria, y era docente de matemáticas o ciencias altamente cualificado.</td>
</tr>
<tr>
<td>✓ Me desempeñé a tiempo completo como docente de educación especial, impartiendo instrucción a niños con discapacidad en una escuela de enseñanza primaria o secundaria, y era docente de educación especial altamente cualificado. Las discapacidades de los niños corresponden a mi formación en el campo de educación especial, y he demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en las materias que figuran en el plan de estudios de la enseñanza primaria o secundaria.</td>
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<tr>
<th>Marque una de las siguientes casillas:</th>
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<tbody>
<tr>
<td>✓ No he solicitado ni me he acogido anteriormente a la condenación de mi deuda contraída por los préstamos obtenidos mediante el Programa FFEL y/o el Programa de Préstamos Directos, al amparo del Programa de Condonación de la Deuda Estudiantil de Maestros.</td>
</tr>
<tr>
<td>✓ He solicitado o ya me he acogido a la condenación de mi deuda contraída por los préstamos obtenidos mediante el Programa FFEL y/o el Programa de Préstamos Directos, al amparo del Programa de Condonación de la Deuda Estudiantil de Maestros y por medio del acreedor indicado abajo. (Si usted marca esta casilla, proporcione la información del acreedor solicitada a continuación. En caso de que ya haya solicitado la condenación, y la solicitud se encuentre en trámite de aprobación, déjelo en blanco el espacio correspondiente a «Monto condonado».)</td>
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| Nombre del acreedor |  |
| Teléfono del acreedor |  |
| Monto condonado |  |

| Salvo que le indique lo contrario a mi acreedor, entiendo y acepto que un período de indulgencia se le aplicará al pago del capital y de los intereses devengados de todos los préstamos autorizados, desde la fecha en que mi acreedor reciba el formulario de solicitud de condenación debidamente diligenciado hasta la fecha en que dicha solicitud sea aprobada o rechazada. Entiendo y acepto que cualesquier intereses que se devenguen durante el período de indulgencia pueden ser capitalizados. |

| Certifico lo siguiente: (1) que la información que proporcioné en las Secciones 1 y 2 es correcta y verídica; (2) que he leído y entendido las definiciones expuestas en las Secciones 6 y 7 del presente formulario y (3) que cumplio con los requisitos y condiciones cuya satisfacción es necesaria para la concesión de la condenación, según lo expuesto en las Secciones 5 y 8 del presente formulario. |

| Firma del prestatario: |  |
| Fecha: |  |

Página 1 de 5
### SECCIÓN 3: CERTIFICACIÓN DEL DIRECTOR ADMINISTRATIVO
(El director administrativo debe llenar esta sección.)

Antes de llenar la presente sección, lea «Información general e indicaciones», «Condiciones de participación», «Definiciones» y «Requisitos de participación», que se encuentran en las Secciones 4, 6, 7 y 8. Es posible que se necesite la certificación de más de un director administrativo. Devuelva la solicitud diligenciada al prestatario.

Certified que, según mi leal saber y entender, el prestatario ha cumplido los requisitos de servicio docente para acogerse a la condonación, según lo estipulado en las Secciones 6, 7 y 8 del presente formulario. Asimismo, certifico que, durante el período por el cual se solicita la condonación, el prestatario era docente, según lo definido en la Sección 6 del presente formulario, y se desempeñó como tal a tiempo completo durante _____ años académicos completos y consecutivos, de [ ] a [ ], en una escuela autorizada para gozar de beneficios al amparo del Título 1, y que era uno de los siguientes: (1) maestro de primaria que ha demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en la lectura, la redacción, las matemáticas y las otras materias que figuran en el plan de estudios de la enseñanza primaria; (2) maestro de secundaria que imparte instrucción en materias que guardan relación con su especialización académica o (3) maestro de primaria o secundaria altamente cualificado.

☐ Al marcar esta casilla, certifico que, durante el servicio que le da derecho a la condonación, el prestatario se desempeñó a tiempo completo como docente altamente cualificado de enseñanza primaria o secundaria que impartió instrucción en matemáticas, ciencias o educación especial, según lo definido en las Secciones 6 y 7 del presente formulario.

<table>
<thead>
<tr>
<th>Nombre de escuela</th>
<th>Condado</th>
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<tr>
<th>Dirección de la escuela (calle, ciudad, estado, código postal)</th>
<th>Teléfono</th>
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<td>(        )</td>
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<table>
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<tr>
<th>Nombre, apellido y puesto del director administrativo (en letra de molde)</th>
<th>Fecha</th>
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<td></td>
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</tbody>
</table>

Firma del director administrativo

### SECCIÓN 4: INFORMACIÓN GENERAL E INDICACIONES

- El Programa de Condonación de la Deuda Estudiantil de Maestros tiene como objeto fomentar la participación y retención de personas en la profesión docente. Según este programa, el que se desempeña a tiempo completo como docente durante cinco años académicos completos y consecutivos en determinadas escuelas de enseñanza primaria y secundaria que prestan servicio a familias de bajos ingresos y que reúnen otros requisitos, puede acogerse a la condonación de un total combinado de hasta $17,500 del capital e intereses de préstamos hechos mediante el Programa FFEL y/o el Programa de Préstamos Directos. Para leer todos los requisitos y condiciones de participación, consulte las Secciones 5 y 8.


- Deberá llenar la Sección 3 el director administrativo de la escuela en la que usted ha prestado el servicio docente que le permite solicitar la condonación. En caso de que usted haya trabajado como docente en varias escuelas durante el mismo año académico, puede llenar la Sección 3 el director administrativo de tan sólo una de ellas. Si ha trabajado como docente en distintas escuelas durante distintos años académicos, el director administrativo de cada una de ellas deberá certificar que usted ha reunido los requisitos correspondientes. En caso de necesitar la certificación de más de un director administrativo, usted puede proporcionar las otras certificaciones en una hoja separada (con la información de la Sección 3 incluida en las mismas) y presentar el conjunto con la solicitud diligenciada.

- Remita la solicitud diligenciada a la dirección indicada en la Sección 10. Si desea solicitar la condonación de la deuda estudiantil pagadera a otros acreedores, deberá presentar un formulario de solicitud a cada uno de ellos.

### SECCIÓN 5: CONDICIONES DE PARTICIPACIÓN

- Si usted se encuentra en incumplimiento de pago de algún préstamo hecho mediante el Programa FFEL y/o el Programa de Préstamos Directos, no se puede condonar la deuda asociada con dicho préstamo, a menos que haya convenido en pagarla de una manera que el acreedor del préstamo encuentre satisfactoria.

- El acreedor no reembolsará ninguno de los pagos que haya realizado usted u otra parte antes de la aprobación de la solicitud de participación en el programa de condonación de deuda estudiantil.

- No se le puede condonar un monto que supere el total combinado de $17,500 en capital e intereses de sus préstamos hechos mediante el Programa FFEL y/o el Programa de Préstamos Directos. Usted será responsable de pagar cualquier saldo que quede después de la condonación.

- Salvo que usted le indique lo contrario a su acreedor, la condonación del monto previsto se aplicará a los préstamos según la siguiente secuencia:
  1. Préstamos Federales o Directos «Stafford» sin subsidio de intereses;
  2. Préstamos Federales o Directos «Stafford» con subsidio de intereses; y

- Si usted se acoge a la condonación de su deuda estudiantil basándose en declaraciones falsas, ficticias o fraudulentas hechas en la presente solicitud o en cualquiera de los documentos adjuntos a la misma, puede quedar sujeto a sanciones civiles y criminales, de conformidad con las leyes federales correspondientes.

### SECCIÓN 6: DEFINICIONES

- El acreedor de un Préstamo FFEL puede ser un prestamista, una agencia garantizadora o el Departamento de Educación de EE.UU. El acreedor de un Préstamo Directo es el Departamento de Educación de EE.UU.

- Año académico consiste en:
  - Un año lectivo completo, en una sola escuela;
  - Dos períodos de medio año completos y consecutivos, en más de una escuela, o
  - Dos períodos de medio año completos y consecutivos, durante años lectivos diferentes, en una sola escuela o en más de una escuela.

- Los períodos de medio año no comprenden las sesiones de verano y habitualmente transcurren en un periodo de 12 meses. Tratándose de escuelas que ofrecen programas de instrucción que duran todo el año, se considera que un año académico consta de un mínimo de nueve meses.

- La capitalización consiste en añadir los intereses pendientes de pago al saldo de capital del préstamo. Esta medida aumentará la cantidad del capital y el costo total de liquidar el préstamo en su totalidad.

- Director administrativo se refiere a la persona (como por ejemplo, el director o subdirector de la escuela) encargada de supervisar el desempeño de los deberes de usted como docente y que tiene acceso a los datos sobre la experiencia y cualificaciones que usted tenga para el ejercicio de dicha profesión.
SECCIÓN 7: DEFINICIÓN DE «ALTAMENTE CUALIFICADO»

Para considerársele docente altamente cualificado, el maestro de enseñanza primaria o secundaria que trabaja en una institución pública debe haber reunido los siguientes requisitos:

1. Haber obtenido la certificación docente completa por parte del Estado (incluida la certificación obtenida por medios que no sean los tradicionales) o haber aprobado el examen previo a la obtención de licencias expedidas por el Estado para el ejercicio de la docencia, y también tiene licencia para desempeñarse como maestro en el Estado correspondiente, salvo cuando se emplea el término con respecto a una persona que presta servicio docente en una escuela pública autónoma (charter), en cuyo caso el término significa que el docente cumple con los requisitos estipulados en la ley del Estado relativa a las escuelas públicas autónomas, y

2. No haber sido eximido de los requisitos de certificación o de licencia, sea de forma temporal o provisional o por motivos de urgencia.

Asimismo:

Al maestro de enseñanza primaria recién entrado en la profesión se le considera docente altamente cualificado si también cumple con lo siguiente:

1. Tener por lo menos un título universitario de cuatro años (bachelor's degree) y
2. Haber demostrado, aprobando un examen riguroso aplicado por el Estado, los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en la lectura, la redacción, las matemáticas y las otras materias que figuran en el plan de estudios de la enseñanza primaria, lo cual puede consistir en la aprobación de un examen exigido por el Estado previo a la obtención de las certificaciones o licencias que sean necesarias para el ejercicio profesional, o de exámenes en la lectura, la redacción, las matemáticas y las otras materias que figuran en el plan de estudios básico de la enseñanza primaria.

Al maestro de enseñanza intermedia o secundaria recién entrado en la profesión se le considera docente altamente cualificado si también cumple con lo siguiente:

1. Tener por lo menos un título universitario de cuatro años (bachelor's degree) y
2. Haber demostrado, mediante lo siguiente, un alto nivel de capacidad en cada una de las materias académicas en las cuales imparte instrucción:
   - Haber aprobado un examen riguroso, aplicado por el Estado, sobre cada una de las materias en las cuales el maestro imparte instrucción (lo cual puede consistir en un nivel satisfactorio de desempeño en un examen exigido por el Estado previo a la obtención de las certificaciones o licencias que sean necesarias para el ejercicio profesional, o de exámenes en cada una de las materias académicas en las cuales el maestro imparte instrucción), o
   - Terminación satisfactoria, en cada una de las materias en las cuales el maestro imparte instrucción, de cualquiera de lo siguiente: especialización académica; programa conducente a un título de posgrado; cursos equivalentes a la carga académica de una especialización universitaria, o programa que lleva a una certificación o reconocimiento avanzados.

El maestro de enseñanza intermedia o secundaria que no haya entrado recientemente en la profesión se le considera docente altamente cualificado si también cumple con lo siguiente:

1. Tener por lo menos un título universitario de cuatro años (bachelor's degree) y
2. Cumplir con las normas correspondientes relativas a maestros de enseñanza primaria, intermedia o secundaria recién entrados en la profesión o
3. Demostrar la capacidad y conocimientos necesarios en todas las materias académicas en las cuales el maestro imparte instrucción, según criterios de evaluación elevados, objetivos y uniformes del Estado que:
   - Rijan tanto los conocimientos de materias académicas como las destrezas pedagógicas que sean necesarios para impartir instrucción en el grado correspondiente;
   - Conformen con los criterios exigentes del Estado relativos a los contenidos académicos y al desempeño del estudiante, y que se hayan creado en consulta con expertos en materia de contenidos académicos básicos, maestros, y directores y administradores de escuelas;
   - Ofrezcan información objetiva y coherente sobre la adquisición de conocimientos básicos por parte del maestro en las materias académicas en las cuales éste imparte instrucción;
   - Se apliquen de manera uniforme por todo el Estado a todo docente que imparta instrucción en la misma materia y en el mismo grado;

Continúa en la página 4
SECCIÓN 7: DEFINICIÓN DE «ALTAMENTE CUALIFICADO» (continuación)

- Tengan en cuenta el tiempo que el maestro lleva impartiendo instrucción en la materia académica, pero sin basarse principalmente en este factor;
- Se pongan a disposición pública, cuando sea necesario, y
- Puedan suponer múltiples y objetivas formas de medir la capacidad docente.

SECCIÓN 8: REQUISITOS DE PARTICIPACIÓN

- Para acogerse a la condonación de hasta $5,000 de la deuda contraída por sus préstamos estudiantiles, usted no debía tener ningún saldo pendiente en préstamos obtenidos mediante el Programa FFEL o el Programa de Préstamos Directos, a la fecha del 1 de octubre de 1998 o a la fecha de obtener otro préstamo hecho mediante estos programas después del 1 de octubre de 1998. Para acogerse a la condonación de un monto más elevado de su deuda estudiantil (posibilidad que se ofrece a ciertos docentes que imparten instrucción en matemáticas, ciencias y educación especial), no debía tener ningún saldo pendiente en préstamos obtenidos mediante el Programa FFEL o el Programa de Préstamos Directos, a la fecha del 1 de octubre de 1998 o a la fecha de obtener otro préstamo hecho mediante estos programas después del 1 de octubre de 1998 y antes del 1 de octubre de 2005.

- Los préstamos que usted desea se han condonado se hicieron antes de la terminación de los cinco años académicos del servicio docente que le permite solicitar la condonación.

- Usted no se ha acogido a la condonación ofrecida por medio del Programa AmeriCorps y al amparo de Subtítulo D de Título 1 de la Ley de Servicio Nacional y Comunitario de 1990, basándose en el mismo servicio docente en cuya virtud solicita la condonación de su deuda contraída por préstamos obtenidos mediante el Programa FFEL y/o del Programa de Préstamos Directos.

- Usted debe haber estado empleado como docente de tiempo completo durante cinco años académicos completos y consecutivos, por lo menos uno de los cuales transcurrió después del año académico 1997-1998, en una escuela de enseñanza primaria o secundaria que cumpla con lo siguiente:
  1. Estar ubicada en un distrito escolar que reúna los requisitos para obtener fondos al amparo del Título 1 de la Ley de Educación Primaria y Secundaria de 1965, según enmendada;
  2. Haber sido seleccionada por el Departamento de Educación de EE.UU, a base de una determinación de que más del 30 por ciento de la población estudiantil total de la escuela se compone de niños que reúnen los requisitos para recibir servicios al amparo del Título 1 y

  
  Si el directorio no está disponible antes del 1 de mayo de un año determinado, se puede utilizar el del año anterior.

- Si la escuela cumple con los requisitos anteriores durante por lo menos uno de los años durante los cuales usted presta servicio docente, pero no los cumple durante los años subsiguientes, los años subsiguientes de servicio docente en ella tienen validez para efectos de calcular los cinco años académicos completos y consecutivos de servicio docente.

- Si empezaron antes del 30 de octubre de 2004 los cinco años completos y consecutivos del servicio docente que le permite solicitar la condonación:
  - Se pueden condonar hasta $5,000 de la deuda contraída por sus préstamos estudiantiles, si usted (según lo certifique el administrador principal de la escuela donde estaba empleado) era:
    - Docente de tiempo completo, en una escuela de enseñanza primaria, que había demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en la lectura, la redacción, las matemáticas y las otras materias que figuran en el plan de estudios de la enseñanza primaria o secundaria;
    - Docente de tiempo completo, en una escuela de enseñanza secundaria, que impartía instrucción en una materia que guarda relación con su especialización académica.

- Si empezaron antes del 30 de octubre de 2004 los cinco años completos y consecutivos del servicio docente que le permite solicitar la condonación:
  - Se pueden condonar hasta $17,500 de la deuda contraída por sus préstamos estudiantiles, si usted (según lo certifique el administrador principal de la escuela donde estaba empleado) era:
    - Docente de matemáticas o ciencias altamente cualificado que impartía instrucción a tiempo completo en una escuela de enseñanza secundaria que reúna los requisitos correspondientes, o
    - Docente de educación especial altamente cualificado cuya responsabilidad principal era la de prestar servicio de educación especial a los niños con discapacidad; que impartía instrucción a niños cuyas discapacidades correspondían a su formación en el campo de educación especial y que había demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en las materias que figuran en el plan de estudios que regía las mismas.

- Si empezaron antes del 30 de octubre de 2004 los cinco años completos y consecutivos del servicio docente que le permite solicitar la condonación:
  - Se pueden condonar hasta $5,000 de la deuda contraída por sus préstamos, si usted era un docente altamente cualificado que impartía instrucción a tiempo completo en una escuela de enseñanza primaria o secundaria.

  - Se pueden condonar hasta $17,500 de la deuda contraída por sus préstamos, si usted (según lo certifique el administrador principal de la escuela donde estaba empleado) era:
    - Docente de matemáticas o ciencias altamente cualificado que impartía instrucción a tiempo completo en una escuela de enseñanza secundaria que reúna los requisitos correspondientes, o
    - Docente de educación especial altamente cualificado cuya responsabilidad principal era la de prestar servicio de educación especial a los niños con discapacidad; que impartía instrucción a niños cuyas discapacidades correspondían a su formación en el campo de educación especial y que había demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en las materias que figuran en el plan de estudios que regía las mismas.

- Si usted no pudo cumplir en su totalidad un año académico determinado de servicio docente, este año aún puede tener validez para efectos de calcular los cinco años académicos completos y consecutivos que hay que cumplir, siempre que:
  1. Usted haya cumplido por lo menos la mitad del año académico y
  2. Su empleador considere que usted ha cumplido con los requisitos contractuales correspondientes a dicho año académico para efectos de los aumentos de sueldo, la permanencia (tenure) y la jubilación, y
  3. Usted no haya podido cumplir el año académico en su totalidad porque:
    - Reinició sus estudios postsecundarios, con dedicación de por lo menos medio tiempo, en un campo de estudio que guarda relación directa al desempeño del servicio docente expuesto anteriormente o
    - Tenía una condición amparada por la Ley de Licencia por Razones Médicas y Familiares de 1993 (FMLA) o
    - Recibió órdenes para prestar servicio activo por un plazo superior a 30 días en calidad de integrante de un componente de la reserva de las Fuerzas Armadas.

Tenga presente que los siguientes períodos no constituirán una interrupción de los cinco años académicos y consecutivos de servicio docente autorizado que se deben cumplir para participar en el programa de condonación: los estudios postsecundarios, la ausencia debida a una condición amparada por la Ley de Licencia por Razones Médicas y Familiares, la prestación de servicio activo o el tiempo necesario para que se reanude el servicio docente en una fecha no posterior al principio del próximo año académico programado.
**SECCIÓN 9: AVISOS IMPORTANTES**

**Aviso sobre la Ley de Confidencialidad de Información**

En virtud de la Ley de Confidencialidad de Información de 1974 (5 Código de Estados Unidos 552a), es obligatorio poner a disposición del solicitante el siguiente aviso:

La autoridad para reunir la información solicitada por medio del presente formulario deriva de la Sección 428(b)(2)(A) y siguientes, y 451 y siguientes, de la Ley de Educación Superior de 1965, según enmendada (20 Código de Estados Unidos 1078(b)(2)(A) y siguientes y 20 Código de Estados Unidos 1087a y siguientes). La autoridad para solicitar y utilizar el número de Seguro Social del solicitante deriva de la Sección 484(a)(4) de la Ley de Educación Superior (20 Código de Estados Unidos 1091(a)(4)).

Si bien tienen carácter voluntario tanto la participación en el Programa Federal de Préstamos para la Educación de la Familia (Programa FFEL) o el Programa Federal de Préstamos Directos «William D. Ford» (Programa de Préstamos Directos) como el proporcionar el número de Seguro Social, el solicitante deberá facilitar la información solicitada, incluido el número de Seguro Social, para poder participar en los programas.

Los fines principales de reunir la información solicitada en el presente formulario, incluido el número deSeguro Social, consisten en lo siguiente: verificar la identidad del solicitante; determinar la aptitud del solicitante para obtener un préstamo o para acogerse a un beneficio en materia del pago de la deuda de un préstamo existente (como por ejemplo, el aplazamiento de pago, la indulgencia o la anulación, de la deuda), al amparo del Programa FFEL o del Programa de Préstamos Directos; administrar los préstamos del solicitante, y, en caso de que éste se atrace en los pagos o incurra en el incumplimiento de pago, encontrarlo y exigirle el pago de la deuda.

También hacemos uso del número de Seguro Social como identificador de la cuenta de préstamo del solicitante y para permitir a éste acceder electrónicamente a los datos relativos a la misma.

Los datos que el solicitante proporcione podrán cederse a terceros, según lo dispuesto en una cláusula, debidamente publicada en el sistema de registro correspondiente, sobre la utilización de rutina de la información solicitada. Tratándose del presente formulario, dicha utilización incluye la cesión de los datos proporcionados en el mismo a ciertas partes, señaladas abajo, a fin de hacer lo siguiente: determinar la identidad del solicitante; evaluar la aptitud del solicitante para obtener un préstamo o acogerse a un beneficio en materia del pago de la deuda de un préstamo existente; permitir la administración de los préstamos y el cobro de la deuda de los mismos; dar orientación sobre el pago de la deuda de los préstamos; hacer cumplir las condiciones de los préstamos; investigar la posibilidad de la comisión de fraude y verificar el cumplimiento con las normas que rigen la participación en los programas federales de ayuda económica estudiantil; encontrar al solicitante y exigirle el pago de la deuda en caso de que se atrace en los pagos o incurra en el incumplimiento de pago; informar sobre los cálculos del índice de incumplimiento de pago; facilitar el historial de ayuda económica del solicitante a las partes pertinentes; ayudar a los administradores del Programa a llevar un control sobre la devolución de fondos de préstamo y la anulación de préstamos, o establecer un método habitual según el cual instituciones educativas puedan informar de forma eficiente sobre la dedicación de estudio del solicitante. Las siguientes son las partes a las que podemos destinar la información reunida: organismos federales, estatales y locales; otros organismos federales que participan en los programas de cotejo electrónico de datos; entidades que hayamos autorizado a ayudarnos a administrar nuestros programas de préstamos; parciales que tiene alguna relación con el solicitante, tales como familiares, empleadores actuales y pasados, socios comerciales y personales; agencias de informes crediticios; instituciones educativas y contratistas.

En caso de litigio, podemos enviar los datos del solicitante al Departamento de Justicia, o al tribunal, entidad jurídica, abogado, parte o testigo correspondientes, cuando dicha cesión se considere procedente y necesaria para la solución del mismo. Si estos datos, ya sean por separado o en conjunto con otra información, indican una violación potencial de la ley, podemos enviarlos a las autoridades competentes, para que se adopten las medidas correspondientes. Podemos enviar la información a congéstraídas en caso que usted les pida ayuda para resolver algún asunto relacionado con los programas federales de asistencia estudiantil. En caso de denuncias, quejas o medidas disciplinarias en materia de empleo, podemos ceder datos a los organismos correspondientes, a fin de facilitar la adjudicación o investigación de las mismas. Si se dispone en un acuerdo de contratación colectiva, podemos ceder datos a sindicatos debidamente reconocidos al amparo del Capítulo 71 del Título 5 del Código de Estados Unidos. Los datos también pueden cederse a investigadores que reúnan los requisitos correspondientes y de conformidad con las protecciones previstas en la Ley de Confidencialidad de Información.

**Aviso sobre la Ley de Reducción de Trámites**

Según lo dispuesto en la Ley de Reducción de Trámites de 1995, ninguna persona estará en la obligación de responder a un instrumento de recolección de datos que no exhiba un número de control vigente emitido por la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). Para efectos del presente formulario, dicho número es 1845-0059. Se calcula que el tiempo promedio necesario para llenar el presente formulario es de 0.33 horas (20 minutos) por respuesta, incluido el tiempo para leer las instrucciones, buscar la información en los documentos correspondientes, reunir y mantener los datos necesarios y revisar toda la recopilación de datos. **Si usted tiene algún comentario sobre este cálculo o si desea ofrecer sugerencias que contribuyan a mejorar el presente formulario, sírvase escribir a la siguiente dirección:** U.S. Department of Education, Washington, DC 20202-4651

**Si tiene algún comentario o inquietud con respecto al estado de la tramitación del presente formulario en su caso particular, comuníquese con su acreedor (vea la Sección 10).**

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**SECCIÓN 10: DÓNDE ENVIAR EL FORMULARIO DILIGENCIADO**

**Envíe el formulario de solicitud debidamente diligenciado, y cualquier documentación que sea necesaria para la tramitación del mismo, a la siguiente dirección:**

(De no indicarse ninguna dirección, remita el formulario a su acreedor.)

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**Si necesita ayuda para llenar la presente solicitud, llame al siguiente número:**

(De no indicarse ningún número telefónico, llame a su acreedor.)
SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN  __________ - ________ - __________
Name __________________________________________
Address ________________________________________
City, State, Zip Code ____________________________
Telephone - Home ( _______ ) _____________________
Telephone - Other ( _______ ) _____________________
E-mail (optional) __________________________________

SECTION 2: BORROWER'S LOAN FORGIVENESS FORBEARANCE REQUEST, UNDERSTANDINGS, AND CERTIFICATION

Before completing this section, carefully read the entire form, including the general Information and instructions, terms and conditions, definitions, and eligibility requirements in Sections 3, 4, 5, 6, and 7 on this form.

I request forbearance of payments on my eligible FFEL and/or Direct Loan program loan(s) while I am performing qualifying teaching service as a full-time teacher in an elementary or secondary school. (Note: School librarians, guidance counselors, and other administrative staff are not considered teachers for the purposes of this loan forgiveness program.) During the period that qualifies me for this forbearance, I am teaching (check only one box):

- Full time in an elementary school as a highly qualified special education teacher for children with disabilities. The children's disabilities correspond to my special education training, and I demonstrate knowledge and teaching skills in the content areas of the elementary or secondary school curriculum (loan forgiveness of up to $17,500).
- Full time in a secondary school as a highly qualified special education teacher for children with disabilities. The children’s disabilities correspond to my special education training, and I demonstrate knowledge and teaching skills in the content areas of the elementary or secondary school curriculum (loan forgiveness of up to $17,500).
- Full time in a secondary school as a highly qualified mathematics teacher (loan forgiveness of up to $17,500).
- Full time in a secondary school as a highly qualified science teacher (loan forgiveness of up to $17,500).
- Full time in a secondary school (i) in a subject area relevant to my academic major, or (ii) as a highly qualified secondary school teacher (loan forgiveness of up to $5,000).
- Full time in an elementary school (i) where I demonstrate knowledge and teaching skills in reading, writing, mathematics, and other areas of the elementary school curriculum, or (ii) as a highly qualified elementary school teacher (loan forgiveness of up to $5,000).

The current academic year of teaching service for which I am requesting forbearance begins/began on __________________ (mm-dd-yyyy) and ends on __________________ (mm-dd-yyyy). I anticipate completing my fifth year of qualifying teaching service on __________________ (mm-dd-yyyy). I am/will be performing my qualifying teaching service at the following location:

School Name (Not School District) __________________________________________
Telephone __________________________________________
School Address (Street, City, State, Zip Code) ____________________________
County __________________________________________

School may be an eligible school operated by the Bureau of Indian Education (BIE) or operated on an Indian reservation by an Indian tribal group under contract with the BIE.

I understand that: (1) this forbearance is granted in twelve-month increments and if I choose to extend it, I must reapply for it each year during the five consecutive years of required employment; (2) any unpaid interest that accrues during the forbearance period may be capitalized, as permitted by law; (3) I qualify for this forbearance only if my loan holder determines that the expected forgiveness amount for which I am performing qualifying service (i.e., up to $5,000 or up to $17,500, as applicable) will satisfy the anticipated outstanding balance of my eligible loan(s) at the end of my fifth year of qualifying service; and (4) if I am past due on payments not covered by this forbearance, my loan holder may grant me a separate forbearance to resolve the delinquency on these payments at the time my request is processed.

I certify that: (1) the information I provided in this section is true and correct; (2) upon termination of the forbearance I agree to repay the loan(s) according to the terms of my promissory note(s) and repayment schedule(s); (3) I will notify my loan holder immediately if my teaching service at an eligible school ends or I otherwise become ineligible for the Teacher Loan Forgiveness Program; and (4) I meet the eligibility requirements and have read and understand the terms and conditions, definitions, and eligibility criteria for the Teacher Loan Forgiveness Program in Sections 4, 5, 6, and 7.

Borrower’s Signature __________________________________________

Today’s Date (mm-dd-yyyy) ____________________________
SECTION 3: GENERAL INFORMATION AND INSTRUCTIONS FOR FORBEARANCE REQUEST

- The Teacher Loan Forgiveness Program is intended to encourage individuals to enter and continue in the teaching profession. Under this program, individuals who teach full time for five consecutive, complete academic years in certain elementary and secondary schools that serve low-income families and meet other qualifications may be eligible for forgiveness of up to a combined total of $17,500 in principal and interest on their FFEL and/or Direct Loan program loans. Your loan holder will not return any payments you make during the period in which you meet the qualifications for this loan forgiveness. This forbearance is intended to assist borrowers who are expected to qualify for forgiveness of their total loan amounts, by allowing them to not make payments during this period.
- Type or print using dark ink. Provide all requested information. Show dates as mm-dd-yyyy (for example, “January 1, 2008” = “01-01-2008”).
- If you do not qualify for this forbearance this year, you may contact your loan holder(s) for other forbearance options or reapply for this forbearance in a year when you are completing five consecutive, complete years of teaching service.
- Return the completed form to the address shown in Section 8. If you are applying for forbearance of loans that are held by different loan holders, you must submit a separate Teacher Loan Forgiveness Forbearance Request to each loan holder.

SECTION 4: TERMS AND CONDITIONS

- If you are determined to be eligible for loan forgiveness under this program, your loan holder will not refund any payments that you made or that were made on your behalf before the determination of eligibility.
- You are not eligible to receive forgiveness for more than a combined total of $17,500 of principal and interest of your FFEL and/or Direct Loan program loan(s).
- You are responsible for repaying any loan balance that remains after the forgiveness has been granted.
- Unless you instruct your loan holder otherwise, the forgiveness amount will be applied to your loans in the following order: (1) unsubsidized Federal Stafford Loan(s) or Direct Unsubsidized Loan(s), (2) subsidized Federal Stafford Loan(s) or Direct Subsidized Loan(s), and (3) Federal Consolidation Loan, Direct Unsubsidized Consolidation Loan, or Direct Subsidized Consolidation Loan.
- If you receive loan forgiveness based on any false, fictitious, or fraudulent statements that you make on this form or on any accompanying documents, you may be subject to civil and criminal penalties under applicable federal law.

SECTION 5: DEFINITIONS

- An academic year is:
  - One complete school year at the same school, or
  - Two complete and consecutive half years at different schools, or
  - Two complete and consecutive half years from different school years at either the same school or different schools.
  Half years exclude summer sessions. Two half years generally fall within a 12-month period. For schools that have a year-round program of instruction, a minimum of nine months is considered an academic year.
- Capitalization is the addition of unpaid interest to the principal balance of a loan. This will increase the principal and total cost of the loan.
- The Chief Administrative Officer is the official in a school (such as a principal, an assistant principal, or a superintendent) who is responsible for supervising the employment of teachers and who has access to records relating to teachers’ experience and qualifications for teaching.
- A child with a disability is a child who needs special education and related services because the child has mental retardation, a hearing impairment (including deafness), a speech or language impairment, a visual impairment (including blindness), a serious emotional disturbance, an orthopedic impairment, autism, a traumatic brain injury, another health impairment, or a specific learning disability. For a child age 3 through 9, the term a child with disability may, at the discretion of the state and the local educational agency, include a child who needs special education and related services because the child is experiencing developmental delays, as defined by the state and as measured by appropriate diagnostic instruments and procedures, in one or more of the following areas: physical development, cognitive development, communication development, social or emotional development, or adaptive development.
- An elementary school is a public or nonprofit private school that provides elementary education as determined by state law or, if the school is not in a state, by the U.S. Department of Education.
- A forbearance is a temporary cessation of payments, an extension of time for making payments, or temporary acceptance of smaller payments than previously scheduled. The borrower is responsible for any interest that accrues on a loan during forbearance. If the borrower does not pay the interest that accrues on the loan, the interest may be capitalized.
- Full time means the standard used by a state in defining full-time employment as a teacher. If you teach in more than one school, full time is based on the combination of all of your qualifying employment.
- The holder of a Direct Loan Program loan is the U.S. Department of Education. The holder of a FFEL Program loan may be a lender, guaranty agency, or the U.S. Department of Education.
- Loans that are eligible for forgiveness are Federal Stafford Loans (subsidized and unsubsidized), Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans), and any portion of a Federal Consolidation Loan or Federal Direct Consolidation Loan that paid off an eligible Federal Stafford Loan, Direct Subsidized Loan, or Direct Unsubsidized Loan.
- A secondary school is a public or nonprofit private school that provides secondary education as determined by state law or, if the school is not in a state, by the U.S. Department of Education.
- Special education means specially designed instruction, at no cost to parents, to meet the unique needs of a child with a disability, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and instruction in physical education, i.e., physical therapy.
- A teacher is a person who provides direct classroom teaching or classroom-type teaching in a non-classroom setting, including special education teachers. School librarians, guidance counselors, and other administrative staff are not considered teachers for the purposes of this loan forgiveness program.
SECTION 6: DEFINITION OF HIGHLY QUALIFIED

Public and private school teachers may meet different criteria in order to be considered “highly qualified” for the purposes of the Teacher Loan Forgiveness Program, as explained below.

Public School Teachers

■ To be a highly qualified teacher, a teacher in a public elementary or secondary school must:
  • Have obtained full state certification as a teacher (including certification obtained through alternative routes to certification) or passed the state teacher licensing examination, and hold a license to teach in that state, except that when used with respect to teaching in a public charter school, the term “highly qualified teacher” means that the teacher meets the requirements set forth in the state’s public charter school law; and
  • Not have had certification or licensure requirements waived on an emergency, temporary, or provisional basis.

In addition:

• An elementary school teacher who is new to the profession also is considered highly qualified if the teacher:
  1. Holds at least a bachelor’s degree; and
  2. Has demonstrated, by passing a rigorous state test, subject knowledge and teaching skills in reading, writing, mathematics, and other areas of the basic elementary school curriculum (which may consist of passing a state-required certification or licensing test or tests in reading, writing, mathematics, and other areas of the basic elementary school curriculum).

• A middle or secondary school teacher who is new to the profession also is considered highly qualified if the teacher:
  1. Holds at least a bachelor’s degree; and
  2. Has demonstrated a high level of competency in each of the academic subjects in which the teacher teaches by:
     (a) Passing a rigorous state academic subject test in each of the academic subjects in which the teacher teaches (which may consist of a passing level of performance on a state-required certification or licensing test or tests in each of the academic subjects in which the teacher teaches); or
     (b) Successful completion, in each of the academic subjects in which the teacher teaches, of an academic major, a graduate degree, coursework equivalent to an undergraduate academic major, or advanced certification or credentialing.

• An elementary, middle, or secondary school teacher who is not new to the profession also is considered highly qualified if the teacher holds at least a bachelor’s degree and:
  1. Meets the applicable standards of an elementary, middle, or secondary school teacher who is not a highly qualified teacher as defined above must:
     • Be permitted to and satisfy rigorous subject knowledge and skills tests by taking competency tests in applicable grade levels and subject areas. The competency tests must be recognized by five or more states for the purposes of fulfilling the highly qualified teacher requirements under section 9101 of the Elementary and Secondary Education Act of 1965; and
     • Achieve a score on each test that equals or exceeds the average passing score for those five states.

Private School Teachers

■ To be a highly qualified teacher, a teacher in a private, non-profit elementary or secondary school who is not a highly qualified teacher as defined above must:
  • Be permitted to and satisfy rigorous subject knowledge and skills tests by taking competency tests in applicable grade levels and subject areas. The competency tests must be recognized by five or more states for the purposes of fulfilling the highly qualified teacher requirements under section 9101 of the Elementary and Secondary Education Act of 1965; and
  • Achieve a score on each test that equals or exceeds the average passing score for those five states.

SECTION 7: ELIGIBILITY REQUIREMENTS

■ To qualify for loan forgiveness under this program, you must not have had an outstanding balance on a FFEL or Direct Loan program loan as of October 1, 1998, or on the date that you obtained a Direct Loan Program loan or a FFEL Program loan after October 1, 1998.

■ If you are in default on a FFEL and/or Direct Loan program loan(s), you are not eligible for forgiveness of that loan(s) unless you have made satisfactory repayment arrangements with the holder of the defaulted loan(s).

■ The loan(s) for which you are seeking forgiveness was made prior to the end of your five academic years of qualifying teaching service.

■ You have not received benefits through the AmeriCorps Program under Subtitle D of Title I of the National and Community Service Act of 1990 for the same teaching service for which you are seeking forgiveness on your FFEL and/or Direct Loan program loan(s).

■ You must have been employed as a full-time teacher for five consecutive, complete academic years, at least one of which was after the 1997-1998 academic year, in an elementary or secondary school that:
  • Is in a school district that qualifies for funds under Title I of the Elementary and Secondary Education Act of 1965, as amended;
  • Has been selected by the U.S. Department of Education based on a determination that more than 30 percent of the school’s total enrollment is made up of children who qualify for services provided under Title I; and
  • Is listed in the Annual Directory of Designated Low-Income Schools for Teacher Cancellation Benefits (See website address at http://studentaid.ed.gov/PORTALSWebApp/students/english/cancelstaff.jsp). If this directory is not available before May 1 of any year, the previous year’s directory may be used.

Note: All elementary and secondary schools operated by the Bureau of Indian Education (BIE) or operated on Indian reservations by Indian tribal groups under contract with the BIE qualify as schools serving low-income students. These schools are qualifying schools for purposes of this loan forgiveness program.

■ If your school meets the above requirements for at least one year of your teaching service, but does not meet these requirements during subsequent years, your subsequent years of teaching at the school may be counted toward the required five consecutive, complete academic years of teaching.
If your five consecutive, complete years of qualifying teaching service began before October 30, 2004:

- You may receive up to $5,000 in loan forgiveness if, as certified by the Chief Administrative Officer of the school where you were employed, you were:
  1. A full-time elementary school teacher who demonstrated knowledge and teaching skills in reading, writing, mathematics, and other areas of the elementary school curriculum; or
  2. A full-time secondary school teacher who taught in a subject area that was relevant to your academic major.

- You may receive up to $17,500 in loan forgiveness if, as certified by the Chief Administrative Officer of the school where you were employed, you were:
  1. A highly qualified full-time mathematics or science teacher in an eligible secondary school; or
  2. A highly qualified special education teacher whose primary responsibility was to provide special education to children with disabilities, and you taught children with disabilities that corresponded to your area of special education training and have demonstrated knowledge and teaching skills in the content areas of the curriculum that you taught.

If your five consecutive, complete years of qualifying teaching service began on or after October 30, 2004:

- You may receive up to $5,000 in loan forgiveness if you were a highly qualified full-time elementary or secondary school teacher.
- You may receive up to $17,500 in loan forgiveness if, as certified by the Chief Administrative Officer of the school where you were employed, you were:
  1. A highly qualified full-time mathematics or science teacher in an eligible secondary school; or
  2. A highly qualified special education teacher whose primary responsibility was to provide special education to children with disabilities, and you taught children with disabilities that corresponded to your area of special education training and have demonstrated knowledge and teaching skills in the content areas of the curriculum that you taught.

If you were unable to complete an academic year of teaching, that year may still be counted toward the required five consecutive, complete academic years if:

- You completed at least one-half of the academic year; and
- Your employer considers you to have fulfilled your contract requirements for the academic year for the purposes of salary increases, tenure, and retirement; and
- You were unable to complete the academic year because:
  1. You returned to postsecondary education, on at least a half-time basis, in an area of study directly related to the performance of the teaching service described above; or
  2. You had a condition covered under the Family and Medical Leave Act of 1993 (FMLA); or
  3. You were called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces.

Note: Absence due to a period of postsecondary education, a condition covered under the FMLA, or active duty service, including the time needed for you to resume teaching no later than the beginning of the next regularly scheduled academic year, does not constitute a break in the required five consecutive, complete years of qualifying teaching service.

SECTION 8: WHERE TO SEND THE COMPLETED TEACHER LOAN FORGIVENESS FORBEARANCE REQUEST

Return the completed form and any attachments to:
(If no address is shown, return to your loan holder.)

If you need help completing this form, call:
(If no phone number is shown, call your loan holder.)

SECTION 9: IMPORTANT NOTICES

Privacy Act Disclosure Notice: The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are 428(b)(2)(A) et seq. and 451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1078(b)(2)(A) et seq. and 20 U.S.C. 1087a et seq.) and the authority for collecting and using your Social Security Number (SSN) is 484(a)(4) of the HEA (20 U.S.C. 1087(a)(4)). Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL Program and/or Direct Loan Program, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed to third parties as authorized under routine uses in the appropriate systems of records. The routine uses of this information include its disclosure to federal, state, or local agencies, to other federal agencies under computer matching programs, to agencies that we authorize to assist us in administering our loan programs, to private parties such as relatives, present and former employers, business and personal associates, to credit bureau organizations, to financial and educational institutions, to guaranty agencies, and to contractors in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to counsel you in repayment efforts, to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, to locate you if you become delinquent in your loan payments or if you default, to provide default rate calculations, to provide financial aid history information, to assist program administrators with tracking refunds and cancellations, or to provide a standardized method for educational institutions efficiently to submit student enrollment status.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0059. The time required to complete this information collection is estimated to average 0.33 hours (20 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4700.

If you have questions regarding the status of your submission of this form, contact your loan holder (see Section 8).
SOLICITUD DE INDULGENCIA: PROGRAMA DE CONDONACIÓN DE LA DEUDA ESTUDIANTEL DE MAESTROS
Programa Federal de Préstamos para la Educación de la Familia
Programa Federal de Préstamos Directos «William D. Ford»

Es posible que usted reúna los requisitos para la condonación de su deuda estudiantil, si no tenía a la fecha del 1 de octubre de 1998 ningún saldo pendiente en préstamos hechos mediante el Programa Federal de Préstamos para la Educación de la Familia (Programa FFEL) o el Programa Federal de Préstamos Directos «William D. Ford» (Programa de Préstamos Directos), o si no lo tenía en el momento de obtener otro préstamo después del 1 de octubre de 1998.

AVISO: El que a sabiendas haga declaraciones falsas o engañosas en el presente formulario, o en cualquier documento adjunto al mismo, quedará sujeto a sanciones, las cuales pueden incluir multas, encarcelamiento o ambas penas, de conformidad con el Código Penal de EE.UU. y con la Sección 1097 del Título 20 del Código de Estados Unidos.

SECCIÓN 1: DATOS DE IDENTIDAD DEL PRESTATARIO

Favor de introducir o corregir la siguiente información:
N.º de Seguro Social [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]
Nombre y apellidos
Dirección
Ciudad, estado, código postal
Teléfono (domicilio) (                )
Teléfono (alterno) (                )
Correo electrónico (optativo):

SECCIÓN 2: SOLICITUD DE INDULGENCIA PARA EL PROGRAMA DE CONDONACIÓN DE LA DEUDA ESTUDIANTEL DE MAESTROS Y CERTIFICACIÓN DEL PRESTATARIO

Antes de llenar esta sección, lea toda la solicitud, incluidas «Información general e indicaciones», «Condiciones de participación», «Definiciones» y «Requisitos de participación», que se encuentran en las Secciones 3, 4, 5, 6 y 7 del presente formulario. Marque la casilla que corresponda a su caso:

Basándose en mi servicio docente en una escuela de enseñanza primaria o secundaria que satisfaga los requisitos pertinentes, solicito un período de indulgencia en el que se posponga el pago de mis préstamos que he obtenido mediante el Programa FFEL o el Programa de Préstamos Directos y que sean autorizados para efectos del programa de condonación. Durante el período de servicio que justifica la presente solicitud (marque las casillas que correspondan a su caso):

- Me desempeñé a tiempo completo como docente, en una escuela de enseñanza primaria, y he demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en la lectura, la redacción, las matemáticas y las otras materias que figuran en el plan de estudios de la enseñanza primaria.

- Me desempeñé a tiempo completo como docente, en una escuela de enseñanza secundaria, impartiendo instrucción en una materia que guarda relación con mi especialización académica.

- Me desempeñé a tiempo completo como docente, en una escuela de enseñanza primaria o secundaria, y era docente de primaria o secundaria altamente cualificado, según lo definido en la Sección 6.

Basándose en mi servicio docente en una escuela de enseñanza primaria o secundaria que satisfaga los requisitos pertinentes, solicito un período de indulgencia en el que se posponga el pago de los préstamos que he obtenido mediante el Programa FFEL o el Programa de Préstamos Directos y que sean autorizados para efectos del programa de condonación. Durante el período de servicio que justifica la presente solicitud (marque las casillas que correspondan a su caso):

- Me desempeñé a tiempo completo como docente de matemáticas o ciencias, en una escuela de enseñanza secundaria, y era docente de matemáticas o ciencias altamente cualificado.

- Me desempeñé a tiempo completo como docente de educación especial, impartiendo instrucción a niños con discapacidad en una escuela de enseñanza primaria o secundaria, y era docente de educación especial altamente cualificado. Las discapacidades de los niños corresponden a mi formación en el campo de educación especial, y he demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en las materias que figuran en el plan de estudios de la enseñanza primaria o secundaria.

El año académico correspondiente a la prestación de servicio docente en cuya virtud solicito el periodo de indulgencia comenzará/terminará el [ ] [ ] [ ] [ ] [ ] [ ] y terminará el [ ] [ ] [ ] [ ] [ ] [ ] . Tengo previsto terminar el quinto año de servicio docente el [ ] [ ] [ ] [ ] [ ] [ ] .

Presto o prestaré servicio docente autorizado en el siguiente lugar:

Nombre de escuela
Dirección de la escuela (calle, ciudad, estado, código postal)
Teléfono
Condado

Por medio de mi firma, certifico lo siguiente:
- He leído y entendido las condiciones, definiciones y requisitos de participación relativos al Programa de Condonación de la Deuda Estudiantil de Maestros y expuestos en las Secciones 4, 5, 6 y 7.
- En caso de atrasarme en los pagos que venzan fuera del período de indulgencia solicitado, no estaré exento de mis obligaciones de pago y, en consecuencia, se podrá seguir el trámite de demanda correspondiente.

He leído y entendido todas las condiciones, definiciones y requisitos de participación relativos al Programa de Condonación de la Deuda Estudiantil de Maestros y expuestos en las Secciones 4, 5, 6 y 7.

Firma del prestatario: ____________________________ Fecha: ____________________________
SECCIÓN 3: INFORMACIÓN GENERAL E INDICACIONES SOBRE LA SOLICITUD DE INDULGENCIA

- El Programa de Condonación de la Deuda Estudiantil de Maestros tiene como objeto fomentar la participación y retención de personas en la profesión docente. Según este programa, el que se desempeñe a tiempo completo como docente durante cinco años académicos completos y consecutivos en determinadas escuelas de enseñanza primaria y secundaria que prestan servicio a familias de bajos ingresos y que reúnen otros requisitos, puede acogerse a la condenación de un total combinado de hasta $17,500 del capital e intereses de préstamos hechos mediante el Programa FFEL y/o el Programa de Préstamos Directos. El acreedor no reembolsará ningún monto de los pagos que usted haya realizado durante el período en el que reúna los requisitos para el programa de condenación. El período de indulgencia sirve para ayudar al prestatarior que tenga prevista la condenación de la totalidad de los saldos de sus préstamos, permitiéndole no efectuar pagos durante este período.

- Si usted no reúne los requisitos para acogerse al período de indulgencia durante el presente año, puede comunicarse con sus acreedores para pedir información sobre los otros motivos por los que se le pueda conceder la indulgencia. También, debe comunicarse con ellos para renovar la indulgencia del tipo solicitado con el presente formulario, durante un año en que usted preste servicio que tiene validez para el cumplimiento de los cinco años consecutivos y completos de servicio docente.


- Envíe el formulario diligenciado a la dirección indicada en la Sección 9. En caso de solicitar un período de indulgencia que tenga vigencia para deudas pagaderas a otros acreedores, deberá presentar un formulario a cada uno de ellos.

SECCIÓN 4: CONDICIONES DE PARTICIPACIÓN

- Si usted se encuentra en incumplimiento de pago de algún préstamo hecho mediante el Programa FFEL y/o el Programa de Préstamos Directos, no se puede condenar la deuda asociada con dicho préstamo, a menos que haya convenido en pagarla de una manera que el acreedor del préstamo encuentre satisfactoria.

- El acreedor no reembolsará ninguno de los pagos que haya realizado usted u otra parte antes de la aprobación de la solicitud de participación en el programa de condenación de deuda estudiantil.

- No se le puede condenar un monto que supere el total combinado de $17,500 en capital e intereses de sus préstamos hechos mediante el Programa FFEL y/o el Programa de Préstamos Directos. Usted será responsable de pagar cualquier saldo que quede después de la condenación.

- Salvo que usted le indique lo contrario a su acreedor, la condenación del monto previsto se aplicará a los préstamos según la siguiente secuencia:

- Si usted se acoge a la condenación de su deuda estudiantil basándose en declaraciones falsas, ficticias o fraudulentas hechas en la presente solicitud o en cualquiera de los documentos adjuntos a la misma, puede quedar sujeto a sanciones civiles y criminales, de conformidad con las leyes federales correspondientes.

SECCIÓN 5: DEFINICIONES

- El acreedor de un Préstamo Directo es el Departamento de Educación de EE.UU. El acreedor de un Préstamo FFEL puede ser un prestamista, una agencia garantizadora o el Departamento de Educación de EE.UU.

- Año académico consiste en:
  - Un año lectivo completo, en una sola escuela;
  - Dos períodos de medio año completos y consecutivos, en más de una escuela, o
  - Dos períodos de medio año completos y consecutivos, durante años lectivos diferentes, en una sola escuela o en más de una escuela.

- Los períodos de medio año no comprenden las sesiones de verano y habitualmente transcurren en un periodo de 12 meses. Tratándose de escuelas que ofrecen programas de instrucción que duran todo el año, se considera que un año académico consta de un mínimo de nueve meses.

- La capitalización consiste en añadir los intereses pendientes de pago al saldo de capital del préstamo. Esta medida aumentará la cantidad del capital y el costo total de liquidar el préstamo en su totalidad.

- Director administrativo se refiere a la persona (como por ejemplo, el director o subdirector de la escuela) encargada de supervisar el desempeño de los deberes de usted como docente y que tiene acceso a los datos sobre la experiencia y cualificaciones que usted tenga para el ejercicio de dicha profesión.

- Docente (o maestro) se refiere a una persona, incluidos los maestros de educación especial, que imparte instrucción directamente en el aula o instrucción de la misma indole en un entorno que no sea el aula. Para efectos del programa de condenación de deuda estudiantil, a los bibliotecarios y orientadores escolares no se les considera docentes.

- Educación especial se refiere a la instrucción creada especialmente para satisfacer las necesidades particulares del niño con discapacidad, sin costo alguno a los padres, incluida la instrucción impartida en el aula, en casa, en hospitales e instituciones, y en otros entornos. También se refiere a la instrucción en la educación física, es decir, la terapia física.

- Escuela de enseñanza primaria se refiere a una escuela, sea pública o privada sin fines de lucro, que imparte enseñanza primaria, según lo determinado por las leyes correspondientes del Estado o, en caso de que la escuela no esté ubicada en un Estado, por el Departamento de Educación de EE.UU.

- Escuela de enseñanza secundaria se refiere a una escuela, sea pública o privada sin fines de lucro, que imparte enseñanza secundaria, según lo determinado por las leyes correspondientes del Estado o, en caso de que la escuela no esté ubicada en un Estado, por el Departamento de Educación de EE.UU.

- Indulgencia se refiere a la suspensión temporal de pagos de la deuda del préstamo, a la prolongación del plazo para efectuar dichos pagos o a la reducción temporal del monto de los pagos programado anteriormente. El prestatarior tiene la responsabilidad de pagar los intereses que devenguen los préstamos durante la indulgencia. En caso de que el prestatarior no pague los intereses devengados, éstos pueden capitalizarse.

- Niño con discapacidad consiste en un niño que necesita de educación especial y servicios afines, a causa de retraso mental, impedimento auditivo (incluida la sordera), impedimento del habla o del lenguaje, impedimento visual (incluida la ceguera), trastorno emocional grave, impedimento ortopédico, autismo, lesión cerebral por causas traumáticas, u otro impedimento que afecta la salud o algún problema específico en el aprendizaje. Tratándose de niños de 3 a 9 años de edad, el término «niño con discapacidad» puede, al criterio del Estado y del organismo gubernamental local encargado de la educación, incluir el que necesite de educación especial y servicios afines, a causa de retrasos en el desarrollo, según lo definido por el Estado y lo medido por los instrumentos y procedimientos pertinentes, en una o varias de las siguientes categorías: desarrollo físico, desarrollo cognoscitivo, desarrollo de la comunicación, desarrollo social o emocional, o desarrollo de la adaptabilidad.

- Préstamos autorizados para efectos del programa de condonación se refieren a los siguientes: Préstamos Federales «Stafford» (con y sin subsidio de intereses), Préstamos Federales Directos «Stafford/Ford» (Préstamos Directos con subsidio de intereses), Préstamos Federales Directos «Stafford/Ford» sin subsidio de intereses (Préstamos Directos sin subsidio de intereses), y cualquier porción del Préstamo Federal de Consolidación o Préstamo Federal Directo de Consolidación que se haya utilizado para liquidar un Préstamo Federal Stafford, Préstamo Directo con subsidio o Préstamo Directo sin subsidio que sean autorizados.

- Tiempo completo se refiere a la cantidad estándar de tiempo utilizada por un Estado determinado para definir lo que constituye el desempeño de tiempo completo en el cargo de maestro. Si el prestatarior trabaja como maestro en más de una escuela, «tiempo completo» se calcula teniendo en cuenta el desempeño en todas las escuelas.
SECCIÓN 6: DEFINICIÓN DE «ALTAMENTE CUALIFICADO»

- Para considerarse docente altamente cualificado, el maestro de enseñanza primaria o secundaria que trabaja en una institución pública debe haber reunido los siguientes requisitos:
  1. Haber obtenido la certificación docente completa por parte del Estado (incluida la certificación obtenida por medios que no sean los tradicionales) o haber aprobado el examen previo a la obtención de licencias expedidas por el Estado para el ejercicio de la docencia, y también tiene licencia para desempeñarse como maestro en el Estado correspondiente, salvo cuando se emplee el término con respecto a una persona que presta servicio docente en una escuela pública autónoma (charter), en cuyo caso el término significa que el docente cumple con los requisitos estipulados en la ley del Estado relativa a las escuelas públicas autónomas, y
  2. No haber sido eximido de los requisitos de certificación o de licencia, sea de forma temporal o provisional o por motivos de urgencia.

Asimismo:

- Al maestro de enseñanza primaria recién entrado en la profesión se le considera docente altamente cualificado si también cumple con lo siguiente:
  1. Tener por lo menos un título universitario de cuatro años (bachelor’s degree) y
  2. Haber demostrado, aprobando un examen riguroso aplicado por el Estado, los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en la lectura, la redacción, las matemáticas y las otras materias que figuran en el plan de estudios de la enseñanza primaria, lo cual puede consistir en la aprobación de un examen exigido por el Estado previo a la obtención de las certificaciones o licencias que sean necesarias para el ejercicio profesional, o de exámenes en la lectura, la redacción, las matemáticas y las otras materias que figuran en el plan de estudios básico de la enseñanza primaria).

- Al maestro de enseñanza intermedia o secundaria recién entrado en la profesión se le considera docente altamente cualificado si también cumple con lo siguiente:
  1. Tener por lo menos un título universitario de cuatro años (bachelor’s degree) y
  2. Haber demostrado, mediante lo siguiente, un alto nivel de capacidad en cada una de las materias académicas en las cuales imparte instrucción:
     - Haber aprobado un examen riguroso, aplicado por el Estado, sobre cada una de las materias en las cuales el maestro imparte instrucción (lo cual puede consistir en un nivel satisfactorio de desempeño en un examen exigido por el Estado previo a la obtención de las certificaciones o licencias que sean necesarias para el ejercicio profesional, o en exámenes en cada una de las materias académicas en las cuales el maestro imparte instrucción), o
     - Terminación satisfactoria, en cada una de las materias en las cuales el maestro imparte instrucción, de cualquiera de lo siguiente: especialización académica, programa conducente a un título de posgrado; cursos equivalentes a la carga académica de una especialización universitaria, o programa que lleva a una certificación o reconocimiento avanzados.

- Al maestro de enseñanza primaria, intermedia o secundaria que no haya entrado recientemente en la profesión se le considera docente altamente cualificado si también cumple con lo siguiente:
  1. Tener por lo menos un título universitario de cuatro años (bachelor’s degree); y
  2. Cumplir con las normas correspondientes relativas a maestros de enseñanza primaria, intermedia o secundaria recién entrados en la profesión o
  3. Demostrar la capacidad y conocimientos necesarios en todas las materias académicas en las cuales el maestro imparte instrucción, según criterios de evaluación elevados, objetivos y uniformes del Estado que:
     - Rijan tanto los conocimientos de materias académicas como las destrezas pedagógicas que sean necesarios para impartir instrucción en el grado correspondiente;
     - Conformen con los criterios exigentes del Estado relativos a los contenidos académicos y al desempeño del estudiante, y que se hayan creado en consulta con expertos en materia de contenidos académicos básicos, maestros, y directores y administradores de escuelas;
     - Ofrezcan información objetiva y coherente sobre la adquisición de conocimientos básicos por parte del maestro en las materias académicas en las cuales éste imparte instrucción;
     - Se apliquen de manera uniforme por todo el Estado a todo docente que imparte instrucción en la misma materia y en el mismo grado;
     - Tengan en cuenta el tiempo que el maestro lleva impartiendo instrucción en la materia académica, pero sin basarse principalmente en este factor;
     - Se pongan a disposición pública, cuando sea necesario, y
     - Puedan suponer múltiples y objetivas formas de medir la capacidad docente.

SECCIÓN 7: REQUISITOS DE PARTICIPACIÓN

- Para acogerse a la condonación de hasta $5,000 de la deuda contraída por sus préstamos estudiantiles, usted no debía tener ningún saldo pendiente en préstamos obtenidos mediante el Programa FFEL o el Programa de Préstamos Directos, a la fecha del 1 de octubre de 1998 o a la fecha de obtener otro préstamo hecho mediante estos programas después del 1 de octubre de 1998 y antes del 1 de octubre de 2005.

- Los préstamos que usted desea sean condonados se hicieron antes de la terminación de los cinco años académicos del servicio docente que le permite solicitar la condonación.

- Usted no se ha acogido a la condonación ofrecida por medio del Programa AmeriCorps y al amparo de Subtítulo D de Título 1 de la Ley de Servicio Nacional y Comunitario de 1990, basándose en el mismo servicio docente en cuya virtud solicita la condonación de su deuda contraída por préstamos obtenidos mediante el Programa FFEL y/o el Programa de Préstamos Directos.

- Usted debe haber estado empleado como docente de tiempo completo durante cinco años académicos completos y consecutivos, por lo menos uno de los cuales transcurrió después del año académico 1997-1998, en una escuela de enseñanza primaria o secundaria que cumpla con lo siguiente:
  1. Estar ubicada en un distrito escolar que reúne los requisitos para obtener fondos al amparo del Título 1 de la Ley de Educación Primaria y Secundaria de 1965, según enmendada;
  2. Haber sido seleccionada por el Departamento de Educación de EE.UU., a base de una determinación de que más del 30 por ciento de la población estudiantil total de la escuela se compone de niños que reúnen los requisitos para recibir servicios al amparo del Título 1 y

- Si la escuela cumple con los requisitos anteriores durante por lo menos uno de los años durante los cuales usted presta servicio docente, pero no los cumple durante los años subsiguientes, los años subsiguientes de servicio docente en ella tienen validez para efectos de calcular los cinco años académicos completos y consecutivos de servicio docente.

Continúa en la página 4
SECCIÓN 7: REQUISITOS DE PARTICIPACIÓN (continuación)

■ Si empezaron antes del 30 de octubre de 2004 los cinco años completos y consecutivos del servicio docente que le permite solicitar la condonación:
  — Se pueden condonar hasta $5,000 de la deuda contraída por sus préstamos estudiantiles, si usted (según lo certifique el administrador principal de la escuela donde estaba empleado) era:
    • Docente de tiempo completo, en una escuela de enseñanza primaria, que había demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en la lectura, la redacción, las matemáticas y las otras materias que figuran en el plan de estudios de la enseñanza primaria o
    • Docente de tiempo completo, en una escuela de enseñanza secundaria, que impartía instrucción en una materia que guarda relación con su especialización académica.
  — Se pueden condonar hasta $17,500 de la deuda contraída por sus préstamos estudiantiles, si usted (según lo certifique el administrador principal de la escuela donde estaba empleado) era:
    • Docente de tiempo completo, en una escuela de enseñanza secundaria, que impartía instrucción a tiempo completo en una materia que guarda relación con su especialización académica.
    • Docente de matemáticas o ciencias altamente cualificado que impartía instrucción a tiempo completo en una escuela de enseñanza secundaria que reunía los requisitos correspondientes, o
    • Docente de educación especial altamente cualificado cuya responsabilidad principal era la de prestar servicio de educación especial a los niños con discapacidad; que impartía instrucción a niños cuyas discapacidades correspondían a su formación en el campo de educación especial y que había demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en las materias que figuran en el plan de estudios que regía las mismas.

■ Si empezaron el 30 de octubre de 2004 o posterior los cinco años completos y consecutivos del servicio docente que le permite solicitar la condonación:
  — Se pueden condonar hasta $5,000 de la deuda contraída por sus préstamos, si usted era un docente altamente cualificado que impartía instrucción a tiempo completo en una escuela de enseñanza primaria o secundaria.
  — Se pueden condonar hasta $17,500 de la deuda contraída por sus préstamos, si usted (según lo certifique el administrador principal de la escuela donde estaba empleado) era:
    • Docente de matemáticas o ciencias altamente cualificado que impartía instrucción a tiempo completo en una escuela de enseñanza secundaria que reunía los requisitos correspondientes, o
    • Docente de educación especial altamente cualificado cuya responsabilidad principal era la de prestar servicio de educación especial a los niños con discapacidad; que impartía instrucción a niños cuyas discapacidades correspondían a su formación en el campo de educación especial y que había demostrado tener los conocimientos y las destrezas pedagógicas que sean necesarios para impartir instrucción en las materias que figuran en el plan de estudios que regía las mismas.

■ Si usted no pudo cumplir en su totalidad un año académico determinado de servicio docente, este año aún puede tener validez para efectos de calcular los cinco años académicos completos y consecutivos que hay que cumplir, siempre que:
  1. Usted haya cumplido por lo menos la mitad del año académico,
  2. Su empleador considere que usted ha cumplido con los requisitos contractuales correspondientes a dicho año académico para efectos de los aumentos de sueldo, la permanencia (tenure) y la jubilación, y
  3. Usted no haya podido cumplir el año académico en su totalidad porque:
    • Reinició sus estudios postsecundarios, con dedicación de por lo menos medio tiempo, en un campo de estudio que guarda relación directa al desempeño del servicio docente expuesto anteriormente; o
    • Tenía una condición amparada por la Ley de Licencia por Razones Médicas y Familiares de 1993 (FMLA) o
    • Recibió órdenes para prestar servicio activo por un plazo superior a 30 días en calidad de integrante de un componente de la reserva de las Fuerzas Armadas.

Tenga presente que los siguientes períodos no constituirán una interrupción de los cinco años completos y consecutivos de servicio docente autorizado que se deben cumplir para participar en el programa de condonación: los estudios postsecundarios, la ausencia debida a una condición amparada por la Ley de Licencia por Razones Médicas y Familiares, la prestación de servicio activo o el tiempo necesario para que se reanude el servicio docente en una fecha no posterior al principio del próximo año académico programado.
**SECCIÓN 8: AVISOS IMPORTANTES**

**Aviso sobre la Ley de Confidencialidad de Información**

En virtud de la Ley de Confidencialidad de Información de 1974 (5 Código de Estados Unidos 552a), es obligatorio poner a disposición del solicitante el siguiente aviso: La autoridad para reunir la información solicitada por medio del presente formulario deriva de la Sección 428(b)(2)(A) y siguientes, y 451 y siguientes, de la Ley de Educación Superior de 1965, según enmendada (20 Código de Estados Unidos 1078[b][2][A] y siguientes y 20 Código de Estados Unidos 1087a y siguientes). La autoridad para solicitar y utilizar el número de Seguro Social del solicitante deriva de la Sección 484(a)(4) de la Ley de Educación Superior (20 Código de Estados Unidos 1091[a][4]).

Si bien tienen carácter voluntario tanto la participación en el Programa Federal de Préstamos para la Educación de la Familia (Programa FFEL) o el Programa Federal de Préstamos Directos «William D. Ford» (Programa de Préstamos Directos) como el proporcionar el número de Seguro Social, el solicitante deberá facilitar la información solicitada, incluido el número de Seguro Social, para poder participar en los programas.

Los fines principales de reunir la información solicitada en el presente formulario, incluido el número de Seguro Social, consisten en lo siguiente: verificar la identidad del solicitante; determinar la aptitud de éste para obtener un préstamo o para acogerse a un beneficio en materia del pago de la deuda de un préstamo existente (como por ejemplo, el aplazamiento de pago, la indulgencia o la anulación, de la deuda), al amparo del Programa FFEL o del Programa de Préstamos Directos; administrar los préstamos del solicitante; y, en caso de que éste se atraese en los pagos o incurra en el incumplimiento de pago, encontrarlo y exigirle el pago de la deuda. También hacemos uso del número de Seguro Social como identificador de la cuenta de préstamo del solicitante y para permitir a éste acceder electrónicamente a los datos relativos a la misma.

Los datos que el solicitante proporcione podrán cederse a terceros, según lo dispuesto en una cláusula, debidamente publicada en el sistema de registro correspondiente, sobre la utilización de rutina de la información solicitada. Tratándose del presente formulario, dicha utilización incluye la cesión de los datos proporcionados en el mismo a ciertas partes, señaladas abajo, a fin de hacer lo siguiente: determinar la identidad del solicitante; evaluar la aptitud de éste para obtener un préstamo o acogerse a un beneficio en materia del pago de la deuda de un préstamo existente; permitir la administración de los préstamos y el cobro de la deuda de los mismos; dar orientación sobre el pago de la deuda de los préstamos; hacer cumplir las condiciones de los préstamos; investigar la posibilidad de la comisión de fraude y verificar el cumplimiento con las normas que rigen la participación en los programas federales de ayuda económica estudiantil; encontrar al solicitante y exigirle el pago de la deuda en caso de que se atraese en los pagos o incurra en el incumplimiento de pago; informar sobre los cálculos del índice de incumplimiento de pago; facilitar el historial de ayuda económica del solicitante a las partes pertinentes; ayudar a los administradores del Programa a llevar un control sobre la devolución de fondos de préstamo y la anulación de préstamos, o establecer un método habitual según el cual instituciones educativas puedan informar de forma eficiente sobre la dedicación de estudio del solicitante. Las siguientes son las partes a las que podemos destinar la información reunida: organismos federales, estatales y locales; otros organismos federales que participan en los programas de cotejo electrónico de datos; entidades que hayamos autorizado a ayudarnos a administrar nuestros programas de préstamos; particulares que tiene alguna relación con el solicitante, tales como familiares, empleadores actuales y pasados, socios comerciales y personales; agencias de informes crediticios; instituciones educativas y contratistas.

En caso de litigio, podemos enviar los datos del solicitante al Departamento de Justicia, o al tribunal, entidad jurídica, abogado, parte o testigo correspondientes, cuando dicha cesión se considere procedente y necesaria para la solución del mismo. Si estos datos, ya sean por separado o en conjunto con otra información, indican una violación potencial de la ley, podemos enviarlos a las autoridades competentes, para que se adopten las medidas correspondientes. Podemos enviar la información a congresistas en caso que usted les pida ayuda para resolver algún asunto relacionado con los programas federales de asistencia estudiantil. En caso de denuncias, quejas o medidas disciplinarias en materia de empleo, podemos ceder datos a los organismos correspondientes, a fin de facilitar la audiencia o investigación de las mismas. Si se dispone en un acuerdo de contratación colectiva, podemos ceder datos a sindicatos debidamente reconocidos al amparo del Capítulo 71 del Título 5 del Código de Estados Unidos. Los datos también pueden cederse a investigadores que reúnan los requisitos correspondientes y de conformidad con las protecciones previstas en la Ley de Confidencialidad de Información.

**Aviso sobre la Ley de Reducción de Trámites**

Según lo dispuesto en la Ley de Reducción de Trámites de 1995, ninguna persona estará en la obligación de responder a un instrumento de recolección de datos que no exhiba un número de control vigente emitido por la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). Para efectos del presente formulario, dicho número es 1845-0059. Se calcula que el tiempo promedio necesario para llenar el presente formulario es de 0.33 horas (20 minutos) por respuesta, incluido el tiempo para leer las instrucciones, buscar la información en los documentos correspondientes, reunir y mantener los datos necesarios y revisar toda la recopilación de datos. Si usted tiene algún comentario sobre este cálculo o si desea ofrecer sugerencias que contribuyan a mejorar el presente formulario, sírvase escribir a la siguiente dirección: U.S. Department of Education, Washington, DC 20202-4651

Si tiene algún comentario o inquietud con respecto al estado de la tramitación del presente formulario en su caso particular, comuníquese con su acreedor (vea la Sección 9).

**SECCIÓN 9: DÓNDE ENVIAR EL FORMULARIO DILIGENCIADO**

Envíe el formulario de solicitud debidamente diligenciado, y cualquier documentación que sea necesaria para la tramitación del mismo, a la siguiente dirección:

(De no indicarse ninguna dirección, remita el formulario a su acreedor.)

Si necesita ayuda para llenar la presente solicitud, llame al siguiente número:

(De no indicarse ningún número telefónico, llame a su acreedor.)
READ THIS FIRST: This is an application for a total and permanent disability discharge of your Federal Family Education Loan (FFEL) Program, Federal Perkins Loan (Perkins Loan) Program, and/or William D. Ford Federal Direct Loan (Direct Loan) Program loan(s), and/or your Teacher Education Assistance for College and Higher Education (TEACH) Grant Program service obligation.

To qualify for this discharge (except for certain veterans as explained below), a physician must certify in Section 4 of this form that you are unable to work and earn money because of a condition that is expected to continue indefinitely or result in death. This means that you must be unable to work in any capacity in any field of work. If you are able to work and earn money in any capacity in any field of work at the time your physician signs this form, even if only on a limited basis, you are not eligible for this discharge. This disability standard may differ from disability standards used by other federal agencies (for example, the Social Security Administration) or state agencies. Except as noted below for certain veterans, a disability determination by another federal or state agency does not establish your eligibility for this discharge.

If you are a veteran, you will be considered totally and permanently disabled for purposes of this discharge if you provide documentation from the U.S. Department of Veterans Affairs showing that you have been determined to be unemployable due to a service-connected condition. If you provide this documentation, you are not required to have a physician complete Section 4 of this form or provide any additional documentation related to your disabling condition. You only need to complete Sections 1 and 3. In addition, certain terms and conditions for this discharge do not apply to you. See the Note to Veterans at the top of page 3.

SECTION 1: APPLICANT IDENTIFICATION

Please enter or correct the following information.

SSN [_____] [_____] [_____] [_____] [_____] [_____]
Name ________________________________
Address ________________________________
City, State, Zip __________________________
Telephone - Home ( ) __________________
Telephone - Other ( ) __________________
E-mail Address (optional) ________________

SECTION 2: INSTRUCTIONS FOR COMPLETING AND SUBMITTING THIS FORM

• Type or print in dark ink. Enter your name and Social Security Number at the top of page 2 (if not preprinted).
• Have a doctor of medicine or osteopathy complete and sign Section 4, unless you are a qualifying veteran (see the next bullet).
• If you are a veteran who has received a determination from the U.S. Department of Veterans Affairs that you are unemployable due to a service-connected condition, attach documentation of this determination. You are not required to have a physician complete section 4.
• Sign and date the form in section 3. A representative may sign on your behalf if you are unable to do so because of your disability.
• Make sure that Sections 3 and (if applicable) 4 include all requested information. Incomplete or inaccurate information may cause your application to be delayed or rejected.
• Send the completed form with any necessary attachments to the address shown below. If no address is shown, send the form and any attachments to your loan holder or, if you are applying for discharge, and the eligibility requirements to receive future loans or TEACH Grants as explained in Sections 6 and 7.

SECTION 3: APPLICANT’S DISCHARGE REQUEST, AUTHORIZATION, UNDERSTANDINGS, AND CERTIFICATIONS

Before signing, carefully read the entire form, including the instructions in Section 2 and other information on the following pages.

I request that the Department discharge my FFEL Program, Perkins Loan Program, and/or Direct Loan Program loan(s), and/or my TEACH Grant service obligation.

I authorize any physician, hospital, or other institution having records about the disability that is the basis for my request for a discharge to make information from these records available to the holder(s) of my loan(s) and/or to the Department.

I understand that (i) I must submit a separate discharge application to each holder of the loan(s) that I want to have discharged. If I am applying for discharge of both a TEACH Grant service obligation and one or more loans, I must submit a separate discharge application to each loan holder and/or the Department within 90 days of the date of my physician’s signature in Section 4. (ii) Unless I am a veteran who provides the documentation described above under “READ THIS FIRST,” I must submit a discharge application to each loan holder and/or the Department within 90 days of the date of my physician’s signature in Section 4. (iii) Unless I am a veteran who provides the documentation described above under “READ THIS FIRST,” I am not eligible to receive a final discharge of my loan(s) and/or my TEACH Grant service obligation unless I meet certain requirements during and at the end of a conditional discharge period, as explained in Section 6. (iv) If I am a veteran, the certification by a physician on this form (if I am required to obtain such a certification) is only for the purposes of establishing my eligibility to receive a discharge of a FFEL Program loan, a Perkins Loan Program loan, a Direct Loan Program loan, and/or a TEACH Grant service obligation, and is not for purposes of determining my eligibility for, or the extent of my eligibility for, Department of Veterans Affairs benefits.

I certify that: (i) I have a total and permanent disability, as defined in Section 5. (ii) I have read and understand the information on the discharge process, the terms and conditions for discharge, and the eligibility requirements to receive future loans or TEACH Grants as explained in Sections 6 and 7.

Signature of Applicant or Applicant’s Representative __________________________ Date __________

Address of Applicant’s Representative (if applicable) __________________________

Printed Name of Applicant’s Representative __________________________

Representative’s Relationship to Applicant (if applicable) __________________________

Send the completed discharge application and any attachments to: __________________________

If you need help completing this form, call: __________________________
SECTION 4: PHYSICIAN’S CERTIFICATION

READ THIS FIRST: The applicant identified above is applying for a discharge of a federal student loan and/or a teaching service obligation for a federal grant on the basis that he or she has a total and permanent disability, as defined in Section 5 of this form. To qualify for a discharge, the applicant must be unable to work and earn money because of a condition that is expected to continue indefinitely or result in death. If the applicant is able to work and earn money in any capacity in any field of work, even if only on a limited basis, you should not complete this form. This disability standard may be different from standards used under other programs in connection with occupational disability, or eligibility for social service or veterans benefits. A determination that the applicant is disabled by another federal agency (for example, the Social Security Administration) or a state agency does not establish the applicant’s eligibility for this loan discharge.

Instructions for Physician:
• Complete this form only if you are a doctor of medicine or osteopathy legally authorized to practice in a state (see definition in Section 5) and only if the applicant’s condition meets the definition of total and permanent disability in Section 5.
• Type or print in dark ink. All fields must be completed if applicable. Your signature date must include month, day, and year (mm-dd-yyyy).
• Provide all requested information for Items 1, 2, and 3 below, and attach additional pages if necessary. Complete the physician’s certification at the bottom of this page. The applicant’s loan discharge application cannot be accepted if the information requested in this section is missing.
• If you make any changes to the information you provide in this section, you must initial each change.
• Please return the completed form to the applicant or the applicant’s representative. The holder(s) of the applicant’s loan(s) (see definition in Section 5) or the U.S. Department of Education may contact you for additional information or documentation.

1. Ability to Work. Does the applicant’s medical condition, as explained in Item 2 below, prevent the applicant from working and earning money indefinitely in any capacity in any field of work?
   □ Yes □ No (IF NO, DO NOT COMPLETE THIS FORM.)
   If the applicant is able to work and earn money in any capacity in any field of work, even if only on a limited basis, you must answer “No.”

2. Disabling Condition. Complete the following regarding the applicant’s disabling medical condition. Do not use abbreviations or insurance codes.
   (a) Provide the diagnosis:_______________________________________________________________
   (b) Describe the severity of the disabling medical condition, including, if applicable, the phase of the disabling condition:_____________________________________________________

3. Limitations. Explain how the applicant’s condition prevents the applicant from working and earning money in any capacity in any field of work. Attach additional pages if more space is needed. In addition to what is required below, you may include any additional information that you believe would be helpful in understanding the applicant’s condition, such as medications used to treat the condition, surgical and non-surgical treatments for the condition, etc.
   (a) Limitations on sitting, standing, walking, or lifting:_____________________________________
   (b) Limitations on activities of daily living:_______________________________________________
   (c) Residual functionality:____________________________________________________________
   (d) Social/behavioral limitations, if any:_________________________________________________
   (e) Current Global Assessment Function Score (for psychiatric conditions):_____________________

Physician’s Certification
• I certify that, in my best professional judgment, the applicant identified above is unable to work and earn money in any capacity in any field of work because of an injury or illness that is expected to continue indefinitely or result in death.
• I understand that an applicant who is currently able or who is expected to be able to work and earn money in any capacity in any field of work, even on a limited basis, does not have a total and permanent disability as defined on this form.

I am a doctor of (check one) □ medicine □ osteopathy/osteopathic medicine. I am legally authorized to practice in the state of __________________________, and my professional license number is ______________________________ (subject to verification through state records).

Physician’s Signature (a signature stamp is not acceptable) ______________________________
Date (mm-dd-yyyy) __________________________
Printed Name of Physician (first name, middle initial, last name) ______________________________
Address ____________________________________________________________
( ) ( )
Telephone __________________________ Fax __________________________
City, State, Zip __________________________
E-mail Address (optional) __________________________

Applicant Name: __________________________________________ Applicant SSN: ____________________________
NOTE TO VETERANS: If you are a veteran who provides documentation from the U.S. Department of Veterans Affairs showing that you have been determined to be unemployable due to a service-connected condition, the definitions of "conditional discharge" and "conditional discharge period" in Section 6, and all references in Sections 6 and 7 to conditional discharge, the conditional discharge period, and requirements that must be met during the conditional discharge period do not apply to you. You may qualify for a final discharge based on the determination by the U.S. Department of Veterans Affairs that you are unemployable due to a service-connected condition, without having to meet additional requirements during a conditional discharge period.

SECTION 5: DEFINITIONS

- If you have a total and permanent disability, this means that you are unable to work and earn money because of an injury or illness that is expected to continue indefinitely or result in death
- OR you are a veteran who has been determined by the U.S. Department of Veterans Affairs to be unemployable due to a service-connected condition. NOTE: This disability standard may differ from disability standards used by other federal agencies (for example, the Social Security Administration) or state agencies. Except in the case of certain veterans, a disability determination by another federal or state agency does not establish your eligibility for a discharge of your loan(s) due to a total and permanent disability.
- A conditional discharge is granted when the U.S. Department of Education (the Department) makes an initial determination that you have a total and permanent disability allowing you (and, if applicable, an endorser) to stop making payments on your loan(s) during the conditional discharge period (see definition). If you receive a conditional discharge of a TEACH Grant service obligation, the 8-year period in which you must complete the service obligation remains in effect during the conditional discharge period, unless you qualify for a suspension of the 8-year period based on certain provisions of the Family and Medical Leave Act of 1993.
- The conditional discharge period begins on the date that your physician certifies this form in Section 4 and lasts for up to three years. The conditional discharge period ends when the Department either grants a final discharge or determines that you do not qualify for a final discharge. During the conditional discharge period, the Department will monitor your eligibility for a final discharge. See also Section 6.
- A final discharge of a loan due to a total and permanent disability cancels your obligation (and, if applicable, an endorser’s obligation) to repay the remaining balance on your FFEL Program, Perkins Loan Program, and/or Direct Loan Program loan. A final discharge of a TEACH Grant service obligation cancels your obligation to complete the teaching service that you agreed to perform as a condition for receiving a TEACH Grant. The Department grants a final discharge if you meet certain conditions during and at the end of the conditional discharge period. See Section 6.

The Federal Family Education Loan (FFEL) Program includes Federal Stafford Loans (both subsidized and unsubsidized), Federal Supplemental Loans for Students (SLS), Federal PLUS Loans, and Federal Consolidation Loans.

The Federal Perkins Loan (Perkins Loan) Program includes Federal Perkins Loans, National Direct Student Loans (NDSL), and National Defense Student Loans (Defence Loans).

The William D. Ford Federal Direct Loan (Direct Loan) Program includes Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans), Federal Direct PLUS Loans (Direct PLUS Loans), and Federal Direct Consolidation Loans (Direct Consolidation Loans).

The Teacher Education Assistance for College and Higher Education (TEACH) Grant Program provides grants to students who agree to teach full time for at least four years in high-need fields in low-income elementary or secondary schools as a condition for receiving the grant funds. If a TEACH Grantrecipient does not complete the required teaching service within eight years after completing the program of study for which the TEACH Grant was received, the TEACH Grant funds are converted to a Direct Unsubsidized Loan that the grant recipient may repay in full, with interest, to the Department.

The holder of your FFEL Program loan(s) may be a lender, a guaranty agency, or the Department. The holder of your Perkins Loan Program loan(s) may be a school you attended or the Department. The holder of your Direct Loan Program loan(s) is the Department. If you received a TEACH Grant, the Department holds your TEACH Grant Agreement to Serve.

The term “state” as used on this form includes the 50 United States, the District of Columbia, American Samoa, the Commonwealth of Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, the Marshall Islands, the Federated States of Micronesia, and the Republic of Palau.

SECTION 6: DISCHARGE PROCESS / ELIGIBILITY REQUIREMENTS / TERMS AND CONDITIONS FOR DISCHARGE (continues on next page)

1. Review of discharge application by your loan holder. (For any of your loans that are held by the Department, or if you are applying for discharge of a TEACH Grant service obligation, the discharge process begins with the review by the Department described in Item 2, below.) After you submit your completed discharge application, your loan holder will review the discharge application and any accompanying documentation to determine whether you appear to meet the eligibility requirements for a discharge based on total and permanent disability. If applicable, your loan holder may also contact your physician for additional information. For FFEL Program loans held by a lender, this determination will be made by both the lender and the guaranty agency. If the loan holder determines that you do not meet the eligibility requirements, you will be notified of that decision. You may then request a final discharge of your loan(s). Your loan holder determines that you appear to meet the eligibility requirements for a total and permanent disability discharge, your loan(s) will be assigned to the Department. The Department will be your new loan holder. (NOTE: If you are a veteran who provides the documentation described in the “Note to Veterans” above, your loan(s) will not be assigned to the Department. However, your discharge application and the documentation you provide will be sent to the Department for review. The Department will then review the documentation to determine whether you qualify for a final discharge and notify you of your loan holder's decision.)

2. Review of discharge application by the Department. The Department will review the physician’s certification in Section 4 (if applicable) and any accompanying documentation. The Department may also contact your physician for additional information. Based on the results of this review, the Department will make an initial determination on your application. If the Department determines that you have a total and permanent disability, you will be notified that a conditional discharge has been granted for a period of up to three years beginning on the date your physician certified your discharge application in Section 4. If the Department determines that you do not have a total and permanent disability, you will be notified of that determination. You must then reapply for your loan(s), or if you applied for discharge of a TEACH Grant service obligation, you must comply with all terms and conditions of your TEACH Grant Agreement to Serve.

3. Conditional discharge. During the conditional discharge period:
   - You are not required to make any payments on your loan(s);
   - You are not considered to be delinquent or in default on your loan(s), unless you were delinquent or in default at the time the conditional discharge was granted;
   - The 8-year period in which you must complete a TEACH Grant service obligation remains in effect, unless you qualify for a suspension of the 8-year period based on certain provisions of the Family and Medical Leave Act of 1993;
   - You must promptly notify the Department if your annual earnings from employment exceed the poverty line amount for a family of two in your state; and
   - You must promptly notify the Department of any changes in your address or telephone number;
   - If requested, you must provide the Department with additional documentation or information related to your eligibility for loan discharge. This may include, but is not limited to, documentation of your annual earnings from employment or additional medical documentation. As part of the Department’s initial review of your loan discharge application, or at any time during or at the end of the conditional discharge period, the Department may also arrange for a review of your medical condition by an independent physician, at the Department’s expense.

4. Final discharge. If you meet the following eligibility requirements during and at the end of the conditional discharge period, the Department will grant a final discharge at the end of the 3-year conditional discharge period:
   - Your annual earnings from employment do not exceed the poverty line amount (see Note below) for a family of two in your state, regardless of your actual family size;
   - You do not receive any new loans under the FFEL, Perkins Loan, or Direct Loan Program or a TEACH Grant;
   - If a FFEL Program loan was certified, a Perkins Loan was awarded, or a Direct Loan program loan or TEACH Grant was originated before the date your physician certified your discharge application, but a disbursement of that loan or grant is made during the conditional discharge period, you provide the Department with documentation showing that the disbursement was returned to the loan holder or (for a TEACH Grant) the Department within 120 days of the disbursement date.

If the Department grants the discharge, the discharge and all payments made after the date your physician certified your total and permanent disability loan discharge application will be returned to the person who made the payments. If you are granted a final discharge based on a determination by the U.S. Department of Veterans Affairs that you are unemployable due to a service-connected condition, any loan payments made after the effective date of the Department of Veterans Affairs determination will be refunded.

Note about employment earnings: If you are required to have a physician complete Section 4, the physician cannot certify that you have a total and permanent disability if, at the time of the physician’s certification, you are able to work and earn money in any capacity in any field of work. However, if you attempt to work during the conditional discharge period, you may earn up to the poverty line amount each year during that period. This standard allows you to try to work without being disqualified from receiving a final discharge. The poverty line amounts are updated annually. The Department will notify you of the current poverty line amounts during each year of the conditional discharge period.

Requirement to repay loans or complete TEACH Grant service obligation if you do not qualify for a final discharge. If you do not meet the requirements for a final discharge as described above at any time during or at the end of the conditional discharge period, the conditional discharge period will end and you will not receive a final discharge. If you received a conditional discharge...
discharge of your loan(s), this means that you will be responsible for repaying your loan(s) in accordance with the terms of your promissory note(s). However, you will not be required to pay interest that accrued on your loan(s) from the date the Department made an initial determination that you were totally and permanently disabled until the date the conditional discharge period ended. The Department will continue to be your loan holder. If you received a conditional discharge of your TEACH Grant service obligation, you will again be subject to the requirements of your TEACH Grant Agreement to Serve. If you do not meet the terms of that agreement and the TEACH Grant funds you received are converted to a Direct Unsubsidized Loan, you must repay that loan in full, and interest will be charged from the date(s) that the TEACH Grant funds were disbursed.

SECTION 7: ELIGIBILITY REQUIREMENTS TO RECEIVE FUTURE LOANS OR TEACH GRANTS

1. If you are granted a final discharge due to total and permanent disability, you are not eligible to receive future loans under the FFEL, Perkins Loan, or Direct Loan programs or TEACH Grants unless:
   - You obtain a certification from a physician that you are able to engage in substantial gainful activity; and
   - You sign a statement acknowledging that the new loan or TEACH Grant service obligation cannot be discharged in the future on the basis of any injury or illness present at the time the new loan or TEACH Grant is made, unless your condition substantially deteriorates so that you are again totally and permanently disabled.

2. If you are granted a conditional discharge based on a total and permanent disability and you request a new FFEL, Perkins Loan, or Direct Loan program loan or a new TEACH Grant during the conditional discharge period, you are not eligible to receive the new loan or TEACH Grant unless:
   - You obtain a certification from a physician that you are able to engage in substantial gainful activity;
   - You sign a statement acknowledging that neither the previous conditionally discharged TEACH Grant service obligation nor loan(s) nor the new loan or TEACH Grant service obligation can be discharged in the future on the basis of any injury or illness present when you applied for a total and permanent disability discharge or at the time the new loan or TEACH Grant is made, unless your condition substantially deteriorates so that you are again totally and permanently disabled;
   - You sign a statement acknowledging that the conditionally discharged loan(s) or TEACH Grant service obligation will be removed from conditional discharge status; and
   - The Department has removed the conditionally discharged loan(s) or TEACH Grant service obligation from conditional discharge status (see Section 6, Item 5).

SECTION 8: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq., §451 et seq., §461 et seq., and §420L et seq. of the Higher Education Act of 1965, as amended (the HEA) (20 U.S.C. 1071 et seq., 20 U.S.C. 1087a et seq., 20 U.S.C. 1087aa et seq., and 20 U.S.C. 1070g et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §503 et seq., §454(a)(4) of the HEA (20 U.S.C. 1078-2(4) and 1091(a)(4) and §310101(h)(1) of the Debt Collection Improvement Act of 1996 (31 U.S.C. 7701(c)). Participating in the Federal Family Education Loan (FFEL) Program, the William D. Ford Direct Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan (Perkins Loan) Program, and/or the Teacher Education Assistance for College and Higher Education (TEACH) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a FFEL, Direct Loan, and/or Perkins Loan program loan or a TEACH Grant, to receive a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) or a discharge of a TEACH Grant service obligation, to permit the servicing of your loan(s) or TEACH Grant(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case by case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices.

For a loan or for a TEACH Grant that has not been converted to a Direct Unsubsidized Loan, the routine uses of the information that we collect about you include, but are not limited to, its disclosure to federal, state, or local agencies, to institutions of higher education, and to third party servicers to determine your eligibility to receive a loan or a TEACH Grant, to investigate possible fraud, and to verify compliance with federal student financial aid program regulations.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

For a loan, including a TEACH Grant that has been converted to a Direct Unsubsidized Loan, the routine uses of this information also include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to creditors, to financial and educational institutions, and to guaranty agencies to verify your identity, to determine your program eligibility and benefits, to permit making, servicing, assigning, collecting, adjusting, or discharging your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, to locate you if you become delinquent in your loan payments or if you default, or to verify whether your debt qualifies for discharge or cancellation. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state or local agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment statistics, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0065. The time required to complete this information collection is estimated to average 0.5 hours (30 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection.

If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4537. Do not send the completed loan discharge application to this address.

If you have comments or concerns regarding the status of your individual submission of this form, contact your loan holder (see Section 3).
LEA ESTO PRIMERO: La presente es una solicitud de cancelación por incapacidad total y permanente de su(s) préstamo(s) del Programa Federal para Educación de la Familia (FFEL), Programa Federal de Préstamos Perkins (Préstamos Perkins) y/o Programa Federal de Préstamos Directos William D. Ford (Préstamos Directos), y/o de su obligación de servicio docente del Programa de Subsidios de Asistencia de Educación Docente para Estudios Superiores o Universitarios (TEACH).

Para aspirar a recibir esta cancelación (salvo por ciertos veteranos, como se explica a continuación), un médico debe certificar la Sección 4 de este formulario e indicar que usted no puede trabajar ni ganar dinero como consecuencia de una condición que se espera que va a continuar en forma indefinida o que puede ser fatal. Ello significa que usted no puede trabajar en ninguna capacidad ni en ningún campo laboral. Si usted está en condiciones de trabajar o ganar dinero en cualquier capacidad y en cualquier campo laboral en oportunidad y en el médico firme este formulario, aunque sea en forma limitada, usted no cumple con los requisitos para recibir esta cancelación. Esta norma de incapacidad podría diferir de otras normas de su tipo utilizadas por otras entidades federales (por ejemplo, la Administración del Seguro Social) o entidades estatales. Salvo lo que se indica a continuación para ciertos veteranos, la decisión de estado de incapacidad que tome alguna otra entidad federal o estatal no establece su elegibilidad para esta cancelación.

Si usted es un veterano, será considerado en estado de incapacidad total y permanente a efectos de la presente cancelación si proporciona documentación del Departamento de Veteranos de EE.UU. donde conste que usted no puede trabajar debido a una condición relacionada con su servicio militar. Si proporciona dicha documentación, no habrá necesidad de que un médico llene la Sección 4 de este formulario ni que proporcione documentación adicional relativa a su condición incapacitante. Sólo tendrá que llenar las Secciones 1 y 3. Asimismo, algunos términos y condiciones de la presente cancelación no corresponden a su caso. Consulte la Nota para Veteranos que figura en la parte superior de la página 3.

SECCIÓN 1: IDENTIFICACIÓN DEL SOLICITANTE

<table>
<thead>
<tr>
<th>Apellido</th>
<th>Primer nombre</th>
<th>Inicial segundo nombre</th>
<th>Número del seguro social</th>
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<tr>
<th>Dirección</th>
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<td>Ciudad</td>
<td>Código de área/Número de teléfono (Otros)</td>
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<td>Estado</td>
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<td>Correo electrónico (E-mail) (opcional)</td>
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SECCIÓN 2: INSTRUCCIONES PARA LLENAR Y PRESENTAR ESTE FORMULARIO

- Escriba a máquina o en letra de molde con tinta negra. Indique su nombre y número de seguro social en la parte superior de la página 2 (si no está preimpreso).
- Pida a un doctor en medicina u osteopatía que llene y firme la Sección 4, salvo que usted sea un veterano que reúna los requisitos necesarios (consulte el próximo punto).
- Si usted es un veterano que cuenta con un certificado emitido por el Departamento de Veteranos de EE.UU. donde conste que no puede trabajar a raíz de alguna condición relativa al servicio militar cumplido, adjunte la documentación de dicha decisión. En su caso no es necesario que un médico lene la Sección 4.
- Firmé y feche la Sección 3. Un representante puede firmar en su nombre si usted no está en condiciones de hacerlo debido a su incapacidad.
- Cerciórese de que las Secciones 3 y 4 (si corresponde) incluyan toda la información solicitada. Si la información está incompleta o no es precisa, se podría demorar o rechazar la solicitud.
- Envíe el formulario completo con toda documentación adjunta que sea necesaria a la dirección que se indica a continuación. Si no se indica una dirección, envíe el formulario a la dirección que aparezca en la correspondencia recibida en relación con el Programa TEACH.

SECCIÓN 3: SOLICITUD DE CANCELACIÓN, AUTORIZACIÓN, COMPROMISOS Y CERTIFICACIONES DEL SOLICITANTE

Antes de firmar, lea detenidamente el formulario completo, incluyendo las instrucciones y demás información de las páginas siguientes.

Solicito que el Departamento cancele mi(s) préstamo(s) del Programa FFEL, Préstamos Perkins y/o Préstamos Directos, y/o mi obligación de servicio docente de los Subsidios TEACH.

Autorizo a todo médico, hospital u otra institución que tenga registros de incapacidad sobre la que se funda esta solicitud de cancelación que ponga a disposición de los titulares de mi(s) préstamo(s) y/o del Departamento dicha información.

Me consta que (i) debo presentar una solicitud separada de cancelación a cada titular de los préstamos que deseo que se cancelen. Si solicito la cancelación de la obligación de servicio docente, solicito que se cancelen los términos y condiciones de la cancelación y los requisitos de elegibilidad para recibir futuros préstamos o Subsidios TEACH; (ii) Salvo que sea un veterano que proporcione la documentación indicada antes bajo el título "LEA ESTO PRIMERO", debo presentar una solicitud de cancelación a cada uno de los titulares de mis préstamos y/o al Departamento en un plazo de 90 días de la fecha en que mi médico firme la Sección 4. (iii) Si soy veterano, la certificación del médico en este formulario (si tengo la obligación de obtener dicha certificación) tiene el único efecto de establecer mi elegibilidad para recibir la cancelación de un préstamo del Programa FFEL, un préstamo del Programa de Préstamos Perkins, un préstamo del Programa de Préstamos Directos, y/o la obligación de servicio docente de los Subsidios TEACH, y no a efectos de establecer mi elegibilidad, ni el alcance de mi elegibilidad, para los beneficios del Departamento de Veteranos.

Certifico que: (i) tengo una incapacidad total y permanente, según lo definido en la Sección 5. (ii) he leído y entiendo la información relativa al procedimiento de cancelación, los términos y las condiciones para la cancelación y los requisitos de elegibilidad para recibir futuros préstamos o Subsidios TEACH según lo que se explica en las Secciones 6 y 7.

Firma del solicitante o del representante del solicitante

Fecha

Aclaración del nombre del representante del solicitante (si corresponde)

Dirección del representante del solicitante (si corresponde)

Relación del representante con el solicitante (si corresponde)

Envié la solicitud completa de cancelación y los documentos adjuntos a:

Si necesita ayuda para llenar este formulario, llame al: Pág 1 de 4
LEA ESTO PRIMERO: El solicitante antes identificado solicita la cancelación de un préstamo estudiantil federal y/o la obligación de servicio docente de un subsidio federal sobre la base de tener una incapacidad total y permanente, según lo definido en la Sección 5 del presente formulario. Para poder recibir una cancelación, el solicitante debe estar incapacitado para trabajar y ganar dinero como consecuencia de una condición que se espera que continúe en forma indefinida o que sea fatal. Si el solicitante está en condiciones de trabajar o ganar dinero en cualquier capacidad y en cualquier campo laboral, aunque tan sólo sea en forma limitada, no deberá llenar este formulario. Esta norma de incapacidad podría ser diferente de otras normas utilizadas en otros programas en relación con alguna incapacidad laboral, o elegibilidad para recibir beneficios de servicios sociales o para veteranos. La decisión de incapacidad del solicitante que haya sido adoptada por alguna otra entidad federal (por ejemplo, la Administración de Seguro Social) o alguna entidad estatal no sirve para establecer la elegibilidad del solicitante para recibir esta cancelación de préstamo.

Instrucciones para el médico:

- Llene este formulario únicamente si es doctor en medicina u osteopatía y está autorizado legalmente a ejercer la medicina en un estado (véase la definición que aparece en la Sección 5) y solamente si la condición del solicitante cumple con la definición de incapacidad total y permanente de la Sección 5.
- Escriba a máquina o en letra de molde con tinta negra. Se debe llenar todos los campos en forma completa si corresponde. La fecha que acompaña a su firma debe incluir mes, día y año (mm-dd-aaaa).
- Proporcione toda la información que se solicita para los puntos 1, 2 y 3 que figuran en continuación y adjunte páginas adicionales si fuera necesario. Llene la certificación médica al pie de esta página. No se podrá aceptar la solicitud de cancelación de préstamo que se presente el solicitante si falta la información que se requiere en esta sección.
- Si efectúa cambios a la información que proporciona en esta sección deberá inicializar cada cambio.

Tenga a bien enviar el formulario completo al solicitante o al representante del solicitante. El o los titulares de los préstamos del solicitante (véase la definición en la Sección 5) o el Departamento de Educación de EE.UU., podrían comunicarse con usted para obtener más información o documentación.

1. Capacidad de trabajar. ¿Es la condición médica del solicitante, según lo explicado en el punto 2 a continuación, un impedimento que no permita al solicitante trabajar y ganar dinero en forma indefinida en cualquier capacidad y en cualquier campo laboral? ☐ Sí ☐ No (SI RESPONDE NO, NO LLENE ESTE FORMULARIO.)

Si el solicitante está en condiciones de trabajar o ganar dinero en cualquier capacidad y en cualquier campo laboral, aunque tan sólo sea en forma limitada, deberá responder “No”.

2. Condición incapacitante. Llene lo siguiente con respecto a la condición médica incapacitante del solicitante. No use abreviaturas ni los códigos del seguro.

(a) Proporcionar el diagnóstico:

(b) Describa la gravedad de la condición médica incapacitante, incluso, si correspondiera, la fase en que se encuentra tal condición médica incapacitante.

3. Limitaciones. Explique de qué manera impide la condición médica que el solicitante trabaje y gane dinero en cualquier capacidad y en cualquier campo laboral. Adjunte páginas si fuera necesario contar con más espacio. Además de lo que se requiere a continuación, podría incluir información adicional que usted creyera útil para comprender mejor la condición médica del solicitante, como por ejemplo los medicamentos que se utilizan para tratar la condición, los tratamientos quirúrgicos y no quirúrgicos de la condición, etc.

(a) Limitaciones para sentarse, pararse, caminar o levantar cosas:

(b) Limitaciones en las actividades de la vida diaria:

(c) Funcionalidad residual:

(d) Limitaciones sociales/conducta, si corresponde:

(e) Actual puntaje de funciones según la evaluación global (por problemas psiquiátricos):

Certificación Médica

- Certifico que, según mi leal saber y entender profesional, el solicitante antes mencionado no está en condiciones de trabajar ni de ganar dinero en ninguna condición médica que no se presente en el campo laboral como consecuencia de una lesión o enfermedad que se espera que continúe en forma indefinida o que sea fatal.
- Me consta que un solicitante que actualmente pueda trabajar, o que se espera que pueda estar en condiciones de trabajar, y ganar dinero en cualquier capacidad y en cualquier campo laboral, aunque más no sea en forma limitada, no tiene una incapacidad total y permanente según lo definido en este formulario.

Soy doctor en (marcar una casilla) ☐ medicina ☐ osteopatía/medicina osteopática. Estoy legalmente autorizado(a) a ejercer la medicina en el estado de ______________ y mi número de licencia profesional es ______________ (sujeto a verificación por intermedio de los registros del estado).
NOTA PARA LOS VETERANOS: Si usted es un veterano que presenta documentación del Departamento de Veteranos de EE.UU. en la que se certifique que usted no puede trabajar debido a una condición relacionada con el servicio militar cumplido, las definiciones de “cancelación condicional” y “período de cancelación condicional” de la Sección 6, y todas las referencias a la Sección 6 y 7 a cancelación condicional, al período de cancelación condicional, al periodo de cancelación condicional, al periodo de cancelación condicional, al periodo de cancelación condicional y a las disposiciones de la Ley de Licencia Familiar y Médica de 1993 (Family and Medical Leave Act) no corresponden a su caso. Usted podría reunir los requisitos para una cancelación final en función de la decisión del Departamento de Veteranos de EE.UU. en el sentido de que no puede trabajar debido a una condición relacionada con el servicio militar cumplido, sin tener que cumplir con los otros requisitos durante un periodo de cancelación condicional.

SECCIÓN 5: DEFINICIONES

■ Si usted tiene una incapacidad total y permanente, ello significa que no puede trabajar ni ganar dinero porque se espera que su lesión o enfermedad continue de manera indefinida, o bien que pueda tener consecuencias fatales. O BIEN usted es un veterano que cuenta con una certificación del Departamento de Veteranos de EE.UU. donde consta que no puede trabajar debido a una condición relacionado con el servicio militar cumplido. NOTA: Esta norma de incapacidad podría diferir de otras normas de incapacidad de otras entidades federales (por ejemplo, la administración del Seguro Social) o entidades estatales. Excepto por ciertos y determinados veteranos, la decisión de estado de incapacidad que toma alguna otra entidad federal o estatal no establece su elegibilidad para ser beneficiario de una cancelación de(s) préstamo(s) por incapacidad total y permanente.

■ Se otorga una cancelación condicional cuando el Departamento de Educación de EE.UU. (el Departamento) toma la decisión inicial de que usted tiene una incapacidad total y permanente según lo antes definido (véase también la Sección 6). La cancelación condicional de un préstamo por incapacidad total y permanente le permite (a usted y, si corresponde, a su aval) de dejar de efectuar pagos por los préstamos durante el periodo de cancelación condicional (véase la definición) Si usted recibe la cancelación condicional de una obligación de servicio docente de algún Subsidio TEACH, el periodo de 8 años en que debe cumplir con la obligación de servicio docente termina al finalizar el periodo de cancelación condicional durante el periodo de cancelación condicional, a menos que las disposiciones para una suspensión del periodo de 8 años en función de ciertas disposiciones de la Ley de Licencia Familiar y Médica de 1993 (Family and Medical Leave Act).

■ El periodo de cancelación condicional comienza el día en que su médico certifique este formulario en la Sección 4 y dura hasta 3 años. El periodo de cancelación condicional termina cuando el Departamento aprueba la cancelación final o decide que usted no reúne las condiciones necesarias para beneficiarse de una cancelación final. Durante el periodo de cancelación condicional, el Departamento va a evaluar su elegibilidad para recibir la cancelación final. Véase también la Sección 6.

■ La cancelación final del préstamo debido a una incapacidad total y permanente cancela su obligación (y, si corresponde, la obligación de su aval) de pagar el saldo que se deba en su(s) préstamo(s) del Programa FFEL, Programa de Préstamos Perkins y/o (en el caso de un Subsidio TEACH) las obligaciones de servicio docente. La cancelación final de una obligación de servicio docente de algún Subsidio TEACH cancela su obligación de cumplir el servicio docente que se comprometió a prestar como condición para recibir un Subsidio TEACH.

■ El Departamento le otorgará la cancelación final si reúne ciertas condiciones durante el periodo de cancelación condicional y al final de dicho periodo. Véase la Sección 6.

■ El Programa Federal de Préstamos para Educación de la Familia (FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.


■ El Programa Federal de Préstamos Directos William D. Ford (Préstamos Directos) incluye los Préstamos Federales Directos Stafford/For (con subsidio), los Préstamos Federales Directos sin Subsidio Stafford/For (sin subsidio), los Préstamos Federales Directos PLUS (Directos PLUS) y los Préstamos Federales Directos de Consolidación (Directos de consolidación).

■ El Programa de Subsidios para la Asistencia de Educación Docente para Estudios Superiores e Universitarios (TEACH en inglés) concede subsidios a estudiantes que se comprometen a enseñar a tiempo completo durante un mínimo de cuatro años en campos de gran necesidad y en escuelas primarias y secundarias que atiendan a alumnos de bajos ingresos, como condición para recibir los fondos de los subsidios. Si el beneficiario de un Subsidio TEACH no cumple con el servicio docente requerido dentro de un plazo de ocho años tras finalizar el programa de estudios para el que recibió el Subsidio TEACH, se convertirán los fondos de dicho Subsidio TEACH en una deuda del beneficiario del Subsidio TEACH, el periodo de 8 años en que debe cumplir con la obligación de servicio docente de algún Subsidio TEACH.

■ El titular de su(s) préstamo(s) del Programa FFEL podría ser una entidad financiera, prestamista, agencia de garantía o el Departamento. El titular de su(s) préstamo(s) del Programa de Préstamos Perkins podría ser la universidad a la que asistió el Departamento. El titular de su(s) préstamo(s) del Programa de Préstamos Directos es el Departamento de Educación (el Departamento). Si recibió un Subsidio TEACH, el Departamento es quien tiene el Contrato de Servicio de los Subsidios TEACH.

■ El término “sistema” se refiere al sistema en el que tienen sus préstamos el Estudiante, el Departamento de Educación (el Departamento), la universidad a la que asistió o el Departamento. El sistema del Programa de Préstamos Perkins podría ser la universidad a la que asistió el Departamento. El sistema del Programa de Préstamos Directos es el Departamento de Educación (el Departamento). Si recibió un Subsidio TEACH, el Departamento es quien tiene el Contrato de Servicio de los Subsidios TEACH.

■ El término “contrato” incluye el uso que tienen la Universidad, los préstamos del Programa de Préstamos Perkins y el Departamento. El sistema del Programa de Préstamos Perkins podría ser la universidad a la que asistió o el Departamento. El sistema del Programa de Préstamos Directos es el Departamento de Educación (el Departamento). Si recibió un Subsidio TEACH, el Departamento es quien tiene el Contrato de Servicio de los Subsidios TEACH.
Si el Departamento concede la cancelación final, se informará de dicha cancelación a las agencias de información crediticia del consumidor y se devolverá todo pago efectuado con posterioridad a la fecha en que el médico certificó la solicitud de cancelación del préstamo por incapacidad total y permanente a la persona que haya realizado el pago.

Si se le concede la cancelación final en función de una decisión tomada por el Departamento de Veteranos de EE.UU. en la que consta que usted no puede trabajar a raíz de alguna condición relacionada con el servicio militar cumplido, todo pago del préstamo hecho después de la fecha efectiva de la decisión del Departamento de Veteranos será reembolsado.

Nota relativa a ingresos laborales: Si usted tiene que pedir a un médico que tiene la Sección 4, el médico no puede certificar que usted tiene una incapacidad total y permanente si, en oportuno momento de extender dicha certificación, usted está en condiciones de trabajar y ganar dinero en cualquier capacidad y en cualquier campo. Sin embargo, si usted trata de trabajar durante el periodo de cancelación condicional, usted puede percibir ingresos que asciendan hasta el mínimo vital (umbral de pobreza) por cada año de ese periodo. Esta norma le permite trabajar sin quedar descalificado para recibir una cancelación final. El umbral de pobreza (o mínimo vital) se actualizará anualmente. El Departamento le informará del monto correspondiente al umbral de pobreza que rige para cada año del periodo de cancelación condicional.

5. Requisitos de pagar los préstamos o cumplir con la obligación de servicio docente de los Subsidios TEACH si no reúne las condiciones necesarias para una cancelación final. Si no cumple los requisitos para recibir la cancelación final, según lo antes indicado, en cualquier momento durante el periodo de cancelación condicional, hasta que se produzca un hecho que haga que no se cumplan los requisitos para la cancelación condicional, y sin haber recibido una cancelación condicional de sus(s) préstamo(s), ello implica que será responsable por el pago de su(s) préstamo(s) de acuerdo con los términos de su(s) pagaré(s). Sin embargo, no tendrá que pagar los intereses acumulados en su(s) préstamo(s) a partir de la fecha en que el Departamento tomó la decisión inicial de que usted tenía una incapacidad total y permanente hasta la fecha en que finalizó el periodo de cancelación condicional. El Departamento seguirá siendo el titular de los préstamos. Si recibía una cancelación condicional de su obligación de servicio docente de los Subsidios TEACH, nuevos serán objeto del cumplimiento de los requisitos de su Contrato de Servicio TEACH. Si no cumple las condiciones de este contrato y se convierten los fondos de los Subsidios TEACH que recibió en un Préstamo Directo sin subsidio, deberá pagar ese préstamo en forma completa y se cobraran los intereses a la tasa efectiva de interés.

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**SECCIÓN 7: REQUISITOS DE ELIGIBILIDAD PARA RECIBIR FUTUROS PRÉSTAMOS O SUBSIDIOS TEACH**

1. Si recibe una cancelación final debido a alguna incapacidad total y permanente, usted no podrá recibir futuros préstamos en virtud de los Programas de Préstamos FFEL, Perkins o Préstamos Directos ni Subsidios TEACH salvo que:

   - Obtenga una certificación médica donde conste que puede realizar alguna actividad remunerada; y
   - Firme una declaratoria donde conste que el préstamo o la obligación de servicio docente del Subsidio TEACH no podrá ser cancelado en el futuro como consecuencia de alguna lesión o enfermedad vigente en el momento en que se otorgue el nuevo préstamo o Subsidio TEACH, salvo que su condición se deteriore notablemente a partir de la fecha en que se otorgó el nuevo préstamo o Subsidio TEACH.

2. Si le otorgan una cancelación condicional en función de alguna incapacidad total y permanente y usted solicita un nuevo préstamo de los Programas FFEL, Perkins o Préstamos Directos, o bien un nuevo Subsidio TEACH, durante el periodo de cancelación condicional, usted no podrá recibir el nuevo préstamo o Subsidio TEACH a menos que:

   - Obtenga una certificación médica donde conste que puede realizar alguna actividad remunerada;
   - Firme una declaratoria en la que reconozca que los préstamos o la obligación de servicio docente por Subsidios TEACH que ya fue antes objeto de una cancelación condicional, así como todos los préstamos u obligaciones de servicio docente de los Subsidios TEACH nuevos que se otorgarán en el futuro, no serán cancelados en el futuro como consecuencia de alguna lesión o enfermedad presente en el momento en que solicitó la cancelación por incapacidad total y permanente, o en el momento en que se realice el nuevo préstamo o Subsidio TEACH, salvo que su condición se deteriore notablemente de manera tal que usted quede incapacitado en forma total y permanente.

   - El Departamento haya dado a conocer este principio a las instituciones educativas que hayan proporcionado el préstamo o los Subsidios TEACH que se cancelaron de manera condicional serán retirados de su condición de cancelación condicional.

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**SECCIÓN 8: AVISOS IMPORTANTES**

Información de la Ley de Privacidad. La Ley de Privacidad de 1974 (5 U.S.C. 552a) exige que le proporcionemos la siguiente información:

Las actividades de que se informa son solicitudes de usted y sobre usted se encuentran en §451 et seq., §452 et seq., §453 y §454 del Title 8 de la Ley de Educación Superior de 1965, según modificaciones posteriores (la ley HEA en inglés) (en §426B(8) y 484a(4) de la ley HEA (20 U.S.C. 1078-2) y 1091(a)(4) y §31001(i)(1) de la Ley de Mejoras de la Cobranza de Deudas (Debt Collection Improvement Act) de 1996 (31 U.S.C. 770c). (La participación en el Programa Federal de Préstamos para la Educación de la Familia (FFEL) o en el Programa Federal de Préstamos Directos (Direct Loan) William D. Ford o el Programa Federal de Préstamos Perkin (Préstamos Perkins), y/o el Programa de Subsidios de Asistencia de Educación Docente para Estudios Superiores o Universitarios de su SSN, así como la información solicitada, incluso su SSN, para participar.

El objeto principal de obtener la información que se solicita en este formulario, incluso su SSN, es verificar su identidad, determinar si reúne los requisitos para recibir un préstamo u algún beneficio de un préstamo (como, por ejemplo, aplazamiento, indulto de pago, cancelación o perdón) en virtud de los Programas FFEL, Préstamos Directos (Direct Loans) y/o Préstamos Perkins, o bien la cancelación de la obligación de servicio docente de algún Subsidio TEACH, para informarle de su obligación de servicio docente, y/o de un Subsidio TEACH y, en caso de ser necesario, ubicarlo y cobrar su(s) préstamo(s) si estuvieran en mora o incumplimiento de pago. Además, usamos su SSN para identificar la cuenta y poder tener acceso electrónico a la información de la cuenta.

La información de su expediente podría ser divulgada a terceros, en forma individual o en virtud de algún programa de computación de uso común, según fuere autorizado en los usos o rubros de los registros correspondientes.

Si se le concede la cancelación final, se informará de dicha cancelación a la agencia de información crediticia del consumidor y se devolverá todo pago efectuado con posterioridad a la fecha en que el médico certificó la solicitud de cancelación del préstamo por incapacidad total y permanente a la persona que haya realizado el pago.

Si se le concede la cancelación final en función de alguna condición relacionada con el servicio militar cumplido, todo pago del préstamo hecho después de la fecha efectiva de la decisión del Departamento de Veteranos será reembolsado.

Nota relativa a ingresos laborales: Si usted tiene que pedir a un médico que tiene la Sección 4, el médico no puede certificar que usted tiene una incapacidad total y permanente si, en momento oportuno de extender dicha certificación, usted está en condiciones de trabajar y ganar dinero en cualquier capacidad y en cualquier campo. Sin embargo, si usted trata de trabajar durante el periodo de cancelación condicional, usted puede percibir ingresos que asciendan hasta el mínimo vital (umbral de pobreza) por cada año de ese periodo. Esta norma le permite trabajar sin quedar descalificado para recibir una cancelación final. El umbral de pobreza (o mínimo vital) se actualizará anualmente. El Departamento le informará del monto correspondiente al umbral de pobreza que rige para cada año del periodo de cancelación condicional.

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**Aviso sobre la Ley de Reducción del Papeleo.** De acuerdo con la Ley de Reducción del Papeleo de 1995, ninguna persona está obligada a responder a una solicitud de información a menos que el número de control de OMB para esta solicitud de información es el 1995-0065. El tiempo necesario para llenar esta solicitud de información se estima en un promedio de 0,5 horas (30 minutos) por respuesta, incluyendo el tiempo para leer las instrucciones, buscar recursos de información existente, reunir y mantener los datos necesarios y llenar y revisar la solicitud de información.

Si tiene algún comentario con respecto a la precisión de la estimación del tiempo o sugerencias para mejorar este formulario, escriba a: U.S. Department of Education, Washington, DC 20200. Para solicitar una cancelación de préstamo de servicio docente, escriba a:

Si tiene algún comentario o inquietud en relación al estado de su presentación particular de este formulario, comuníquese con el titular de su(s) préstamo(s) (ver Sección 3).
SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information.

SSN

Name

Address

City, State, Zip Code

Telephone - Home ( )

Telephone - Other ( )

E-mail (optional)

SECTION 2: STUDENT INFORMATION

Before completing this section, carefully read the entire form, including the instructions, definitions, and terms and conditions in Sections 4, 5, and 6 on this form. If you are a student borrower applying for loan discharge, begin with Item 3. If you are a parent borrower applying for a PLUS loan discharge, begin with Item 1.

1. Student Name (Last, First, MI):

2. Student SSN: [ ]-[ ]-[ ]-

3. School Name:

4. School Address (street, city, state, zip code):

SECTION 6: TERMS AND CONDITIONS FOR LOAN DISCHARGE BASED ON FALSE CERTIFICATION (UNAUTHORIZED SIGNATURE/UNAUTHORIZED PAYMENT)

The school identified in Section 2 of this form received FFEL Program or Direct Loan Program loan funds on or after January 1, 1986 for me to attend (or, if I am a parent PLUS borrower, for the student to attend) the school. I am applying for a discharge of my FFEL Program or Direct Loan Program loan(s) because the loan application, promissory note, master promissory note, any accompanying application/promissory note, loan disbursement check, electronic funds transfer authorization, or master check authorization were not authorized for the reasons stated in this application.

I will provide, upon request, testimony, a sworn statement, or other documentation reasonably available to me that demonstrates the satisfaction of the Department or its designee that I meet the qualifications for loan discharge based on unauthorized signature/unauthorized payment, or that supports any representation that I made on this form or on any accompanying documents.

I agree to cooperate with the Department or its designee regarding any enforcement actions related to my request for loan discharge.

I understand that my request for loan discharge may be denied, or my discharge may be revoked, if I fail to provide testimony, a sworn statement, or documentation upon request, or if I provide testimony, a sworn statement, or documentation that does not support the material representations I have made on this form or on any accompanying documents.

I further understand that if my loan(s) is discharged based on any false, fictitious, or fraudulent statements that I knowingly made on this form or on any accompanying documents, I may be subject to civil and criminal penalties under applicable federal law.

I hereby assign and transfer to the Department any right to a refund on the discharged loan(s) that I may have from the school identified in Section 2 of this form and/or any owners, affiliates, or assigns of the school, and from any third party that may pay claims for a refund because of the actions of the school, up to the amount discharged by the Department on my loan(s).

SECTION 7: IMPORTANT NOTICES

Privacy Act Disclosure Notice: The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq. and §451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq., and 20 U.S.C. 1087a et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 20 U.S.C. 1091(a)(4) and §31 U.S.C. 7701(b)). Participating in the Federal Family Education Loan (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL and/or Direct Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notice.

The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), and to investigate the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0015. The time required to complete this information collection is estimated to average 0.5 hours (30 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this application, please write to: U.S. Department of Education, Washington, DC 20220-4537.

If you have questions regarding the status of your individual submission of this application, contact your loan holder (see Section 8).

SECTION 8: WHERE TO SEND THE COMPLETED LOAN DISCHARGE APPLICATION

Send the completed loan discharge application and any attachments to:

If no address is shown, return to your loan holder.
SECCIÓN 1: IDENTIFICACIÓN DEL PRESTATARIO

Apellido Primer nombre Inicial del segundo nombre Número de seguro social

Dirección: calle Ciudad

Código de área/número de teléfono Estado

Código de área/número de teléfono (otro) Código postal

Dirección de email (opcional)

SECCIÓN 2: INFORMACIÓN DEL ESTUDIANTE

Antes de completar esta sección, lea todo el formulario cuidadosamente incluyendo las instrucciones, definiciones y los términos y las condiciones de las Secciones 4, 5 y 6 de este formulario. Si es el estudiante quien solicita la cancelación del préstamo, comience con la pregunta 3; si es el padre del estudiante quien solicita la cancelación de un préstamo PLUS, comience con la pregunta 1.

1. Nombre del estudiante (apellido, primer nombre, inicial del segundo nombre):

2. SSN del estudiante: |__|__|__|-|__|__|-|__|__|__|__|

3. Nombre de la universidad:

4. Dirección de la universidad (calle, ciudad, estado, código postal):

5. Fechas de asistencia a la universidad: del |__|__|-|__|__|-|__|__|__|__| a l |__|__|-|__|__|-|__|__|__|__|

6. ¿Firmó la solicitud, el pagaré, el pagaré principal (MPN) o una combinación de estos documentos de su(s) préstamo(s)?
   Si respondió No, ¿en qué documentos firmó otra persona en su nombre? Solicitud Pagaré MPN Combinación solicitud/pagaré

7. ¿Endosó cada cheque de pago del préstamo o firmó en cada autorización de transferencia electrónica de fondos o autorización del cheque principal?
   Sí No No corresponde
   Si respondió No, ¿en qué documentos firmó otra persona en su nombre?
   Cheque del préstamo Autorización para la transferencia electrónica de fondos Autorización del cheque principal

8. Si respondió No a las preguntas 6 o 7, ¿sabe quien firmó el(los) documento(s) marcado(s) en la pregunta 6 o 7?
   Sí No
   Si respondió Sí, identifique la persona que firmó el(los) documento(s) en su nombre.

9. ¿El titular de su préstamo recibió algún dinero (reembolso) de la universidad en su nombre? Sí No
   Si la respuesta es afirmativa, indique el monto y explique por qué se efectuó el reembolso.

10. Usted (o el estudiante, en el caso de prestatarios PLUS) efectuó algún reclamo de dinero o recibió algún pago de la universidad o de un tercero (lea la definición en la sección 5) en relación con la matriculación o asistencia a la universidad? Sí No
    Si la respuesta es afirmativa, proporcione la siguiente información:
    a) Nombre/dirección/número de teléfono del tercero a quien se efectuó el reclamo o de quien se recibió el pago:
    b) Monto/estado del reclamo:
    c) Monto del pago recibido: $

SECCIÓN 3: CERTIFICACIÓN DEL PRESTATARIO

Con mi firma certifico que he leído y estoy de acuerdo con los términos y las condiciones de la cancelación del préstamo, según lo indicado en la Sección 6 de la página siguiente. Bajo pena de perjurio, certifico que toda la información provista en esta solicitud y en la documentación que la acompaña es precisa y fidedigna a mi leal saber y entender.

Firma del prestatario: Fecha:
SECCIÓN 4: INSTRUCCIONES PARA COMPLETAR LA SOLICITUD

Escriba a máquina o en letra de molde usando tinta negra. Para todas las fechas, indique mes, día (si lo conoce) y año. Indique las fechas en el formato MM-DD-AAAA (por ejemplo, “31 de enero de 2006” = “01-31-2006”). Si necesita más espacio para responder a las preguntas, continúe en hojas en blanco y adjúntelas a este formulario. En todas las hojas adjuntas, indique el (los) número(s) de préstamo(s), su nombre y número de seguro social (SSN).

Firme y feche el formulario. Posteriormente envíe el formulario completo y los documentos adjuntos a la dirección que se indica en la Sección 8.

SECCIÓN 5: DEFINICIONES

■ El Programa Federal de Préstamos para Educación de la Familia (FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.

■ El Programa de Préstamos Directos William D. Ford (Préstamos Directos) incluye los Préstamos Federales Directos Stafford/Ford (con subsidio), los Préstamos Federales Directos sin Subsidio Stafford/Ford (sin subsidio), los Préstamos Federales Directos PLUS (Directos PLUS) y los Préstamos Federales Directos de Consolidación (Directos de consolidación).

■ El titular del préstamo otorgado a un prestatario del Programa FFEL puede ser una entidad de préstamo o crédito, una agencia de garantía o el Departamento de Educación de EE.UU. (el Departamento). El titular de los préstamos de un prestatario del Programa de Préstamos Directos es el Departamento.

■ Firma autorizada significa que la universidad, sin ser autorizada por el prestatario, firmó un nombre del prestatario en la solicitud o pagó de un préstamo.

■ Pago no autorizado significa que la universidad, sin ser autorizada por el prestatario, endosó el cheque del préstamo o firmó la autorización de transferencia electrónica de fondos o cheque principal del prestatario, y no le dió al prestatario el monto del préstamo ni apliqué este monto a la deuda del estudiante con la universidad.

■ La cancelación de un préstamo por firma no autorizada cancela la obligación del prestatario (y del endosador, si corresponda) de pagar el saldo pendiente de un préstamo del Programa FFEL o del Programa de Préstamos Directos o de un pagaré de un préstamo y autoriza el reembolso al prestatario de todo monto pagado voluntariamente o por cobro forzado en virtud del préstamo. La cancelación debida a una firma no autorizada sobre un cheque del préstamo, autorización de transferencia electrónica de fondos o autorización de cheque principal, se aplica sólo al monto del pago no autorizado. Para los préstamos de consolidación, sólo los montos del préstamo asociados con la documentación enumerada en la sección 2 pregunta 6 o 7 serán considerados para la cancelación. El titular del préstamo notifica la cancelación a todas las agencias de información crediticia a las que haya informado anteriormente de las condiciones y del estado del préstamo.

■ El estudiante se refiere al estudiante para quien el prestatario padre o madrugo el Préstamo Directo PLUS o el Préstamo PLUS Federal.

■ Un tercero se refiere a cualquier entidad que pueda suministrar los fondos para un reembolso que deba pagar la universidad, como el programa para recuperación de la matricula o los bonos por desempeño.

SECCIÓN 6: TÉRMINOS Y CONDICIONES DE LA CANCELACIÓN DEL PRÉSTAMO EN FUNCIÓN DE UNA CERTIFICACIÓN FALSA (FIRMA O PAGO NO AUTORIZADO)

La universidad identificada en la Sección 2 de este formulario recibió fondos del Programa FFEL o del Programa de Préstamos Directos, a partir del 1º de enero de 1986, para que yo (o el estudiante, en el caso de tratarse de un prestatario PLUS) pudiera asistir a clase en la universidad. Solicito la cancelación de mi préstamo correspondiente al Programa FFEL o al de Préstamos Directos debido a que, la solicitud de préstamo, el pagaré, el pagaré principal, la combinación de solicitud/pagaré, el cheque del préstamo, la autorización de transferencia electrónica de fondos, o la autorización del cheque principal, no fue autorizada por la razón establecida en esta solicitud.

Previa solicitud, presté testimonio, declaración jurada u otra documentación a mi alcance que demuestre para satisfacción del Departamento, o a quien designe, que reúna las condiciones para la cancelación del préstamo en función firma no autorizada/pago no autorizado, o que justifique cualquier información que haya brindado en este formulario o en la documentación adjunta.

 estoy dispuesto a cooperar con el Departamento, o con quien designe, en cualquier medida que se tome en pro de cumplimiento de la ley relacionada con mi solicitud para la cancelación del préstamo.

Entiendo que mi solicitud para la cancelación del préstamo puede ser denegada o rechazada si no puedo prestar testimonio, declaración jurada o la documentación solicitada, o si presté testimonio, declaración jurada o la documentación no fue documentada en este formulario o en la documentación adjunta.

Entiendo también que si m(i) préstamo(s) es (son) cancelado(s) en función de alguna declaración falsa, ficción o fraudulenta que haya efectuado a sabiendas en este formulario o en la documentación adjunta, puedo ser objeto de sanciones civiles y penales en virtud de la ley federal correspondiente.

Por la presente cedo y transfiero al Departamento cualquier derecho a un reembolso del (de los) préstamo(s) cancelado(s), otorgado por la universidad identificada en la Sección 2 de este formulario y/o cualquier propietario, afiliado o cesionario de la universidad, y cualquier tercero que pudiera pagar reclamos por un reembolso debido a las acciones de la universidad, hasta los montos de m(i) préstamo(s) cancelado(s) por el Departamento.

SECCIÓN 7: AVISOS IMPORTANTES

Información de la Ley de Privacidad: La Ley de Privacidad de 1974 (5 U.S.C. 552a) exige que le proporcionemos la siguiente información:

Las autorizaciones para recollectar la información solicitada a usted y sobre usted se encuentran en las Secciones 428(b)(2)(A) et seq. y 451 et seq. de la Ley de Educación Superior de 1965, según fueron modificadas (20 U.S.C. 1078(b)(2)(A) et seq. y 20 U.S.C. 1097 et seq.) y la autorización para recollectar y usar su Número de Seguro Social (SSN) está en la Sección 484(a)(4) de la HEA (20 U.S.C. 1091(a)(4)). La participación en el Programa Federal de Préstamos para la Educación de la Familia (FFEL) o en el Programa Federal de Préstamos Directos (Direct Loan) William D. Ford, así como la divulgación de su SSN, son voluntarias, pero usted debe proporcionar la información solicitada, incluso su SSN, para participar.

El objeto principal de obtener la información que se solicita en este formulario, incluido su SSN, es verificar su identidad, determinar si reúne los requisitos para recibir un préstamo o algún otro beneficio (como, por ejemplo, en el caso de programas de ayuda de pago, cancelación o perdón) en virtud de los programas FFEL y/o Préstamos Directos (Direct Loans), para permitir el servicio de su(s) préstamo(s) y, en caso de ser necesario, ubicarlo y cobrar su(s) préstamo(s) si estuvieran en mora o incumplimiento de pago. Además, usamos su SSN para identificar la cuenta y poder tener acceso electrónico a la información de la cuenta.

La información de su expediente podría ser divulgada a terceros según fuere autorizado en los usos de rutina que se encuentran en los sistemas correspondientes. Los usos de rutina permiten incluir su divulgación a agencias federales, estatales y locales, a otras agencias federales por programas de computación comunes, a las agencias que autorizamos para asistirnos en la administración de nuestros programas de préstamos, a terceros tales como parientes, empleadores actuales y anteriores, colegas profesionales y personales, agencias de crédito, instituciones educativas y contratistas para verificar su identidad, determinar su elegibilidad para recibir un préstamo o un beneficio para el préstamo, posibilitar la prestación de servicios o el cobro de su(s) préstamo(s), para asistirlo en el pago del (de los) préstamo(s), cumplimentar los términos del (de los) préstamo(s), investigar posibles fraudes y verificar su conformidad con la reglamentación de los programas federales de ayuda económica para estudiantes, o para ubicarlo si se astra o deja de pagar su(s) préstamo(s), para suministrarle las estadísticas de la tasa de incumplimiento de pago, para brindarle la información de los antecedentes de ayuda económica, para asistir a los administradores del programa en el seguimiento de reembolsos y cancelaciones, o para brindar un método estándar para que las instituciones educativas puedan informar eficazmente el estado de matriculación de sus alumnos.

Si participamos en algún litigio, podríamos enviar información al Departamento de Justicia, a un tribunal, a un órgano judicial, asesor jurídico, tercero o testigo si esa información está relacionada y es necesaria para el litigio. Si esta información, por sí misma o en combinación con otra información, indique una posible violación de la ley, informarle a la autoridad correspondiente para considerar una acción judicial. Podríamos enviar información a los miembros del Congreso si usted les solicita que lo asistan con aspectos relativos a la ayuda federal para estudiantes. En circunstancias relacionadas con reclamos, quejas o medidas disciplinarias relacionadas con empleos, podríamos divulgar información relacionada para adjudicar o investigar el asunto. Si lo dispuesiera un contrato colectivo de trabajo, podríamos divulgar información a una organización laboral reconocida en virtud de lo dispuesto en 5 U.S.C. Capítulo 71. También podríamos divulgar información a investigadores calificados en virtud de lo dispuesto en la Ley de Privacidad.

Aviso sobre la Ley de Reducción del Papeleo: De acuerdo con la Ley de Reducción del Papeleo de 1995, ninguna persona está obligada a responder a una solicitud de información a menos que la misma tenga un número de control de OMB que esté vigente. El número de control válido de OMB para esta solicitud de información es el 1405-0015. El tiempo necesario para llenar esta solicitud de información se estima en un promedio de 0.5 hora (30 minutos) por respuesta, incluyendo el tiempo para leer las instrucciones, buscar la información necesaria, prever los datos necesarios del cheque y revisar la solicitud de información.


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SECTION 1: BORROWER IDENTIFICATION

Please enter or correct the following information:

SSN: [ ] - [ ] - [ ]
Name: __________________________
Address: ________________________
City, State, Zip Code: _________
Telephone – Home: (________)________
Telephone – Other: (________)________
E-mail (optional): __________________________

SECTION 2: SCHOOL AND LOAN INFORMATION

Before responding, carefully read the entire form, including the instructions, definitions, and terms and conditions in Sections 5, 6 and 7 on this form. If the school that you believe owes you a refund is currently open, you should first contact the school to attempt to resolve this issue before applying for an unpaid refund loan discharge. If you are a student borrower applying for loan discharge, begin with Item 3. If you are a parent borrower applying for a PLUS loan discharge, begin with Item 7.

1. Student Name (Last, First, MI):
2. Student SSN: [ ] - [ ] - [ ] - [ ] - [ ] - [ ]
3. School Name: __________________________
4. School Address (street, city, state, zip code):
5. Is this school still open?  Y es  No  Don’t Know
6. If this school is closed, were you (or, for parent PLUS borrowers, was the student) attending the school when it closed?  Y es  No  Don’t Know
7. Do you have any other pending or approved application(s) for discharge of a loan you obtained to attend this school?  Y es  No  Don’t Know
8. Has this school or any third party (see the definition of “third party” in Section 6 on the following page) made a refund or payment for any loan for which you are requesting a discharge, or is such a refund or payment being considered?  Y es  No  Don’t Know
9. Reason for discharge, refund or payment:
10. From whom did you request or from whom did you receive the discharge, refund or payment? Include telephone number.

SECTION 3: REFUND INFORMATION

If you have documentation from the school showing the amount of the unpaid refund, attach a copy to this form. If you believe that the amount of the refund shown in the documentation from the school is correct, skip to Section 4. If you don’t believe that the amount is correct or if you don’t have this documentation, complete Items 12 through 17. If you are unable to provide any of the requested information, write “Don’t Know.”

12. What amount do you believe the school owes you?  $ _______________________
13. Why do you believe the school owes you this amount?

SECTION 4: BORROWER CERTIFICATION

My signature below certifies that –

- I received each loan for which I am requesting a discharge on or after January 1, 1986. I received the loan funds directly, or they were applied as a credit to my (or, for parent PLUS borrowers, the student’s) school account to pay the amount owed to the school.
- I (or, for parent PLUS borrowers, the student) did not attend the school or withdrew or was terminated from the school within the time frame that would entitle me to a refund of some or all of my loan funds. Except as explained in Section 2, Items 7 through 11, I have not received this refund, or any benefit of a refund to which I am entitled, from the school or any third party.
- I have read and agree to the terms and conditions for loan discharge, as specified in Section 7 on the following page.
- Under penalty of perjury, all of the information I have provided on this application and in any accompanying documentation is true and accurate to the best of my knowledge and belief.

Borrower’s Signature: __________________________  Today’s Date: __________________________

LOAN DISCHARGE APPLICATION: UNPAID REFUND
Federal Family Education Loan Program/William D. Ford Federal Direct Loan Program

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form or on any accompanying documents will be subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

OMB No. 1845-0058
Form Approved
Exp. Date 04/30/2011

Page 1 of 2
SECTION 5: INSTRUCTIONS FOR COMPLETING THE FORM

Before you complete this application, you need to know the following:
- If the school is currently open, you should first contact the school and attempt to resolve the unpaid refund issue before applying for this type of discharge.
- If you (or, for parent PLUS borrowers, the student) are currently attending the school, you are not eligible for this type of discharge. You should contact the school about the refund that you believe you are owed.
- If you (or, for parent PLUS borrowers, the student) were enrolled when the school closed or withdrew from the school within 90 days before the school closed and you (or, for parent PLUS borrowers, the student) did not complete the program of study at another school, you may wish to apply for a closed school loan discharge rather than an unpaid refund discharge. You are not required to complete this application.
- If you are unsure about which type of loan discharge is most appropriate for you, contact your loan holder at the address shown in Section 9.

When completing this form, type or print using dark ink. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 2006 = 06-24-2006.

If you need more space to answer any of the items, continue on separate sheets of paper and attach them to this form. Indicate the number of the item(s) you are answering and include your name and social security number (SSN) on all attached pages. If a refund is owed for more than one student or from more than one school, use separate forms for each student or school.

Return the completed form and any attachments to the address shown in Section 9.

SECTION 6: DEFINITIONS

- The William D. Ford Federal Direct Loan (Direct Loan) Program includes Federal Direct Stafford/Ford Loans (Direct Subsidized Loans), Federal Direct Unsubsidized Stafford/Ford Loans (Direct Unsubsidized Loans), Federal Direct PLUS Loans (Direct PLUS Loans), and Federal Direct Consolidation Loans (Direct Consolidation Loans).
- Loan discharge due to an unpaid refund cancels your obligation (and any endorser's obligation) to repay the portion of your loan that should have been refunded. Any accrued interest and other charges on the amount of the unpaid refund will also be discharged, and you will be reimbursed for any amount that you have repaid that exceeds the remaining balance of the loan after the discharge. Your loan holder will report the discharge to all credit reporting agencies to which the loan holder previously reported the status of the loan.
- Program of study means the instructional program leading to a degree or certificate in which you (or, for parent PLUS borrowers, the student) were enrolled.
- The student (as in "or, for parent PLUS borrowers, the student") refers to the student for whom a parent borrower obtained a Federal PLUS Loan or Direct PLUS Loan.
- Third party refers to any entity that may provide reimbursement for a refund owed by the school, such as a State or other entity offering a tuition recovery program or a holder of a performance bond.

SECTION 7: TERMS AND CONDITIONS FOR LOAN DISCHARGE BASED ON UNPAID REFUND

- I agree to cooperate with the U.S. Department of Education (the Department) or the Department's designee in any enforcement action related to this application and to provide to the Department or the Department's designee, upon request, other documentation reasonably available to me that demonstrates that I meet the qualifications for an unpaid refund discharge.
- I assign and transfer to the Department any right to recovery on the amount discharged that I may have from the school identified in Section 2 of this form and/or any owners, affiliates or assigns of the school, and from any party that may pay claims for a refund because of the actions of the school, up to the amount discharged by the Department on my loan(s).
- I understand that this request may be denied, or my discharge may be revoked, if I fail to cooperate, provide documentation, or meet any of the other terms of my agreement on this form.
- I understand that if my loan is discharged based on any false, fictitious, or fraudulent statements that I knowingly made on this form or on any accompanying documents, I may be subject to civil and criminal penalties under applicable federal law.

SECTION 8: IMPORTANT NOTICES

Privacy Act Notice. The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authorities for collecting the requested information from and about you are §421 et seq. and §451 et seq. of the Higher Education Act of 1965, as amended (20 U.S.C. 1071 et seq. and 20 U.S.C. 1087a et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Family Education Loan Program (FFEL) Program or the William D. Ford Federal Direct Loan (Direct Loan) Program and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The privacy Act means the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFEL and/or Direct Loan Programs, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect on your loan(s) if your loan(s) become delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

Paperwork Reduction Notice. According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0058. The time required to complete this information collection is estimated to average 0.5 hours (30 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: U.S. Department of Education, Washington, DC 20202-4537.

SECTION 9: WHERE TO SEND THE COMPLETED LOAN DISCHARGE APPLICATION

Send the completed loan discharge application and any attachments to: If you need help completing this form, call: (If no address is shown, return to your loan holder.)
SOLICITUD DE CANCELACIÓN DEL PRÉSTAMO: REEMBOLSO PENDIENTE

Programa Federal de Préstamos para Educación de la Familia / Programa Federal de Préstamos Directos

William D. Ford

ADVERTENCIA: Cualquier persona que a sabiendas proporcione información o declaraciones falsas en este formulario o en cualquier documento adjunto, estará sujeta a sanciones que pueden incluir multas, encarcelamiento o ambos, según el Código Penal de EE.UU. y 20 U.S.C. 1097.

SECCIÓN 1: IDENTIFICACIÓN DEL PRESTATARIO


SECCIÓN 2: INFORMACIÓN DE LA UNIVERSIDAD Y DEL PRÉSTAMO

Antes de responder, lea detenidamente todo el formulario, incluídas las instrucciones, definiciones y los términos y las condiciones que aparecen en las Secciones 5, 6 y 7 de este formulario. Si la universidad, que en su opinión, le debe un reembolso está abierta actualmente, deberá comunicarse primero con ella para tratar de resolver este problema antes de solicitar la cancelación del préstamo con reembolso pendiente. Si es el estudiante quien solicita la cancelación del préstamo, comience con la pregunta 3. Si es el padrino o la madre del estudiante quien solicita la cancelación del préstamo, comience con la pregunta 1.

1. Nombre del estudiante (apellido, nombre, IM): SSN del estudiante: Del |__|__|-|__|__|-|__|__|__|__| al |__|__|-|__|__|-|__|__|__|__| Primer nombre: SSN del estudiante:

2. Dirección de la universidad (calle, ciudad, estado, código postal):

3. Nombre de la universidad:

4. ¿Está la universidad abierta todavía? Sí No No sé

5. ¿Tiene alguna otra solicitud pendiente o aprobada para la cancelación de un préstamo que obtuvo para asistir a esta universidad? Sí No

6. Si la universidad está cerrada, ¿habría asistido (o, en el caso de los prestatarios PLUS, el estudiante) a la universidad cuando cerró? Sí No

7. ¿Efectuó esta universidad o algún tercero o terceros (ver la definición de "terceros" en la Sección 6 de la página siguiente) algún reembolso o pago por cualquier préstamo para el cual usted solicita una cancelación, o tiene en cuenta dicho reembolso o pago? Sí No

8. Si responde "No" a las preguntas 7 ó 8, pase a la Sección 3. Si responde "Sí" a las preguntas 7 ó 8, proporcione la información solicitada en las preguntas 9, 10 y 11 por cada cancelación, reembolso o pago, si la tiene. Use otra hoja en blanco si tiene que indicar más de una cancelación, reembolso o pago.

9. Razón para la cancelación, el reembolso o pago:

10. ¿A quién solicitó o de quién recibió la cancelación, el reembolso o pago? Incluya el nombre de teléfono.

11. Monto que recibió o que espera recibir: $ _____________

SECCIÓN 3: INFORMACIÓN DEL REEMBOLSO

Si tiene documentación de la universidad que indique el monto del reembolso pendiente de pago, adjunte una copia de este formulario. Si piensa que el monto del reembolso indicado en la documentación de la universidad es correcto, pase a la Sección 4. Si piensa que el monto no es correcto, o bien no tiene esta documentación, responda a las preguntas 12 a 17. Si no puede proporcionar la información solicitada, escriba "No sé".

12. ¿Cuándo recibió usted la cancelación del monto de reembolso pendiente de pago, adjunte una copia de este formulario. Si piensa que el monto del reembolso indicado en la documentación de la universidad es correcto, pase a la Sección 4. Si piensa que el monto no es correcto, o bien no tiene esta documentación, responda a las preguntas 12 a 17. Si no puede proporcionar la información solicitada, escriba “No sé”.

13. ¿Por qué piensa usted que la universidad le debe este monto?

14. Fechas de asistencia a la universidad, sus fechas o las del estudiante (en el caso de prestatarios PLUS):

Del |__|__|-|__|__|-|__|__|__|__| al |__|__|-|__|__|-|__|__|__|__| O BIEN: Nunca asistió

15. Su programa de estudio en la universidad, o el del estudiante (en el caso de prestatarios PLUS):

Las preguntas 16 y 17 solicitan información sobre el monto de los cargos de la universidad o la suma de asistencia financiera que recibió para el periodo de matriculación para el cual estuvo destinado el préstamo. Por ejemplo, si recibió un préstamo para el trimestre de primavera, proporcione un monto para ese trimestre únicamente. Sin embargo, si recibió un préstamo para los trimestres de invierno y primavera, proporcione el monto total para ambos trimestres. Si el reembolso pendiente corresponde a más de un préstamo y los préstamos estaban destinados a diferentes períodos de matriculación, proporcione los montos solicitados en la pregunta 16 ó 17 para cada periodo de matriculación por separado, utilizando una hoja de papel aparte para cada respuesta adicional.

16. Si su última fecha de asistencia (o la del estudiante, en el caso de prestatarios PLUS) fue antes del 7 de octubre de 2000, indique el monto de los cargos de la universidad para el periodo de matriculación para el cual estuvo destinado el préstamo. Incluya la matrícula, los gastos administrativos y demás cargos que cobra la universidad. $ _____________

17. Si su última fecha de asistencia (o la del estudiante, en el caso de prestatarios PLUS) fue el 7 de octubre de 2000 o después, indique el monto de los subsidio y préstamos federales para cualquier periodo de matriculación para el que estaba destinado el préstamo. $ _____________

Adjunte una copia de la documentación ilustrativa de sus respuestas a las preguntas 12 a 17. Como ejemplos de documentación, se puede citar, entre otros, el catálogo de la universidad, las normas de reembolso, la(s) factura(s) de la matrícula, el contrato de matriculación, el resumen de cuenta del estudiante, los formularios de inscripción, el formulario para retirarse de la universidad, los registros de asistencia y toda correspondencia de la universidad con información sobre el reembolso que usted considere que la universidad le debe.

SECCIÓN 4: CERTIFICACIÓN DEL PRESTATARIO

Mi firma a continuación certifica que—

• Recibí cada uno de los préstamos, para los que solicito una cancelación, el 1° de enero de 1986 o después de esa fecha. Recibí los fondos del préstamo directamente, o fueron depositados como crédito en mi cuenta de la universidad (en la cuenta del estudiante, en el caso de prestatarios PLUS) para pagar el monto adeudado a la universidad.

• No asistí (o el estudiante no asistió, en el caso de prestatarios PLUS) a la universidad, o bien me retiré (se retiró) o fui despedido (fue despedido) dentro del plazo que me da derecho a recibir un reembolso de una parte o de la totalidad de los fondos del préstamo. Excepto por lo expuesto en la Sección 2, Preguntas 7 a 11, no he recibido este reembolso ni algún beneficio del reembolso al que tengo derecho, de parte de la universidad o terceros.

• He leído y estoy de acuerdo con los términos y las condiciones de la cancelación del préstamo, según lo indicado en la Sección 7 de la página siguiente.

• Bajo pena de perjurio, toda la información provista en esta solicitud y en la documentación que la acompaña es precisa y fidedigna a mi leal saber y entender.

Firma del prestatario: __________________________ Fecha: __________________________
SEGUNDA SECCIÓN: INSTRUCCIONES PARA LLENAR EL FORMULARIO

Antes de llenar esta solicitud, tiene que saber lo siguiente:

- Si la universidad está abierta actualmente, debe comunicarse primero con ella y tratar de resolver el problema del reembolso pendiente antes de solicitar este tipo de cancelación.

- Si usted (o el estudiante, en el caso de prestatarios PLUS) se matriculó cuando la universidad estaba cerrada, o bien si se retiró de la universidad en un plazo de 90 días antes de que la universidad cerrara, y usted (o el estudiante, en el caso de prestatarios PLUS) no completó el programa de estudios en otra universidad, podría solicitar una cancelación del préstamo por cierre de la universidad, en vez de una cancelación con reembolso pendiente. Si no está seguro con respecto al tipo de cancelación de préstamo que corresponda más en su caso, comuníquese con el titular de su préstamo en la dirección que aparece en la Sección 9.

- Al llenar el formulario, escriba a máquina o con letra de molde con tinta oscura. Para todas las fechas, indique mes, día (si lo conoce) y año. Indique las fechas en el formato mes-día-año (mm-dd-yyyy). Use números solamente. Ejemplo: 24 de junio de 2006 = 06-24-2006. Si existe más espacio para responder a las preguntas, continúe en hojas en blanco y adjúntelas a este formulario. En todas las hojas adjuntas, indique el (los) número(s) de pregunta(s) correspondiente(s), su nombre y su número de seguro social (SSN). Si hay algún reembolso pendiente para más de un estudiante o de parte de más de una universidad, use formularios distintos para cada estudiante o universidad.

- Envíe el formulario completo y los documentos adjuntos a la dirección que se indica en la Sección 9.

SEGUNDA SECCIÓN: DEFINICIONES

- El Programa Federal de Préstamos para Educación de la Familia (FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.

- El Programa Federal de Estudiantes (SLS) incluye el Programa de Préstamos para Estudiantes, el Programa de Préstamos para Estudiantes Directos (Directos Stafford), el Programa de Préstamos para Estudiantes Directos Stafford/Ford (con subsidio), los Préstamos Federales Directos sin Subsidio Stafford/Ford (sin subsidio), los Préstamos Federales Directos PLUS (Directos PLUS) y los Préstamos Federales Directos de Consolidación (Directos de consolidación).

- La cancelación del préstamo debido a un reembolso pendiente cancela la obligación del prestatario y el endosador, si corresponde. Debe pagarse la porción del préstamo que debiera haberse reembolsado. Los intereses acumulados y demás gastos o cargos sobre el monto del reembolso pendiente también serán cancelados y se le reembolsará todo monto que haya pagado y que exceda el saldo pendiente del préstamo después de la cancelación. El titular del préstamo notificará la cancelación a todas las agencias de información crediticia a las que haya informado anteriormente de las condiciones y el estado del préstamo.

- El caso de medio se refiere al programa de instrucción que conduce a un título o certificado, y en el cual usted (o el estudiante, en el caso de prestatarios PLUS) estuvo matriculado.

- El estudiante (o en el caso de prestatarios PLUS, el estudiante) se refiere al estudiante que se ha matriculado cuando la universidad estaba cerrada, o bien si se retiró de la universidad en un plazo de 90 días antes de que la universidad cerrara.

- Un tercero se refiere a cualquier entidad que pueda suministrar el reembolso adeudado por la universidad, como el Estado u otra entidad que ofrezca el programa de ayuda federal para estudiantes. En circunstancias relacionadas con reclamos, quejas o medidas disciplinarias relacionadas con empleos, podrá comunicarse con el titular del (de los) préstamo(s) en virtud de los Programas FFEL y/o Préstamos Federales Directos, y a la institución financiera o educativa correspondiente.

- El beneficio para el préstamo, posibilitar la prestación de servicios o el cobro de su(s) préstamo(s), cumplimentar los términos del (de los) préstamo(s), investigar posibles fraudes y verificar su conformidad con la reglamentación de los programas federales de ayuda para estudiantes, o para ubicarlo si se atrasa o deja de pagar su(s) préstamo(s).

- El objeto principal de obtener la información que se solicita en este formulario, incluso su SSN, es verificar su identidad, determinar si reúne los requisitos para recibir un préstamo o algún beneficio de un préstamo, y cumplir lo dispuesto por ley en relación con mi solicitud para la cancelación del préstamo, y a proporcionar al Departamento, o a quien éste designe, previa solicitud, toda otra información que se requiera para considerar una acción judicial. Podríamos enviar a la autoridad correspondiente para considerar una acción judicial. Si la información no puede ser obtenida de primer lugar, se podría enviar a la autoridad correspondiente para considerar una acción judicial. Si la información no puede ser obtenida de primer lugar, se podría enviar a la autoridad correspondiente para considerar una acción judicial.

- El Programa Federal de Préstamos para Educación de la Familia (FFEL) incluye los Préstamos Federales Stafford (con y sin subsidio), los Préstamos Federales Suplementarios para Estudiantes (SLS), los Préstamos Federales PLUS y los Préstamos Federales de Consolidación.

- El Programa Federal de Estudiantes (SLS) incluye el Programa de Préstamos para Estudiantes, el Programa de Préstamos para Estudiantes Directos (Directos Stafford), el Programa de Préstamos para Estudiantes Directos Stafford/Ford (con subsidio), los Préstamos Federales Directos sin Subsidio Stafford/Ford (sin subsidio), los Préstamos Federales Directos PLUS (Directos PLUS) y los Préstamos Federales Directos de Consolidación (Directos de consolidación).

- La cancelación del préstamo debido a un reembolso pendiente cancela la obligación del prestatario y el endosador, si corresponde. Debe pagarse la porción del préstamo que debiera haberse reembolsado. Los intereses acumulados y demás gastos o cargos sobre el monto del reembolso pendiente también serán cancelados y se le reembolsará todo monto que haya pagado y que exceda el saldo pendiente del préstamo después de la cancelación. El titular del préstamo notificará la cancelación a todas las agencias de información crediticia a las que haya informado anteriormente de las condiciones y el estado del préstamo.

- El caso de medio se refiere al programa de instrucción que conduce a un título o certificado, y en el cual usted (o el estudiante, en el caso de prestatarios PLUS) estuvo matriculado.

- El estudiante (o en el caso de prestatarios PLUS, el estudiante) se refiere al estudiante que se ha matriculado cuando la universidad estaba cerrada, o bien si se retiró de la universidad en un plazo de 90 días antes de que la universidad cerrara.

- Un tercero se refiere a cualquier entidad que pueda suministrar el reembolso adeudado por la universidad, como el Estado u otra entidad que ofrezca el programa de ayuda federal para estudiantes. En circunstancias relacionadas con reclamos, quejas o medidas disciplinarias relacionadas con empleos, podrá comunicarse con el titular del (de los) préstamo(s) en virtud de los Programas FFEL y/o Préstamos Federales Directos, y a la institución financiera o educativa correspondiente. Para brindarle asistencia en el pago del (de los) préstamos, se podría proporcionar información a las agencias de garantía, instituciones financieras y educativas, o a las agencias federales o estatales. Para brindar un método estándar para que las instituciones educativas puedan informar eficazmente el estado de matriculación de sus alumnos, se podría brindar información a las agencias de garantía o a las instituciones financieras y educativas. Para brindarle asistencia en el pago del (de los) préstamos, se podría proporcionar información a la institución financiera de la que haya recibido el préstamo, la institución financiera o educativa a la que haya informado de las condiciones y del estado del préstamo.
### Conditional Disability Discharge: Joint Consolidations, PLUS Co-Borrowers, and Disabled Endorsers

**Guidance developed in coordination with NCHELP**

<table>
<thead>
<tr>
<th>Category</th>
<th>Joint Consolidation</th>
<th>PLUS Co-Borrower</th>
<th>Endorser Disabled**</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Introduction</strong></td>
<td>Joint consolidation loans (spousal consolidations) are consolidation loans created by two married borrowers who combine their eligible Title IV debt into one Consolidation loan. When two married borrowers obtain a Consolidation loan, they become obligated to repay the entire Consolidation loan. If one of the two borrowers becomes totally and permanently disabled, that borrower may qualify to have the portion of the Consolidation loan that represents the underlying loans obtained by that borrower discharged. In this case, the amount of the Consolidation loan will be reduced by the amount representing the disabled borrower’s portion of the Consolidation loan. However, both borrowers remain responsible for repayment of the remaining balance on the Consolidation after final discharge.</td>
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<td>For PLUS loans certified by the school prior to 4/16/1999, two parents were allowed to obtain co-made PLUS loans for their dependent student(s). In this case, each borrower is equally responsible for the loan obligation. If one of the two borrowers of a co-made PLUS loan becomes totally and permanently disabled, that borrower may be released from the obligation to repay the debt.* However, the amount of the debt does not change. The non-disabled borrower remains responsible for the entire loan.</td>
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<td>Lenders may require PLUS loan applicants to obtain a creditworthy endorser. This endorser is secondarily responsible for repayment of the PLUS loan, i.e., if the borrower does not repay the PLUS loan, the endorser becomes responsible for repayment of the outstanding amount. If the endorser becomes totally and permanently disabled, the endorser may be released from the obligation to repay the debt. However, the amount of the debt does not change. The borrower remains responsible for the entire loan.</td>
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</table>

*PLUS Co-Borrowers are eligible for discharge due to total and permanent disability based on regulatory language found in 34 CFR 682.402(a)(3) as well as language provided on the PLUS promissory note.

**If the PLUS loan is endorsed and the borrower becomes disabled, you should assign the loan to CDD, just as you would a normal loan. If the loan is discharged, any obligation the endorser had on the loan is discharged as well. If a refund is due, the endorser may receive a refund of any payments he/she made on the loan, provided he/she can show documentation of having made those payments. Although the test refers to endorsed PLUS loans, these instructions apply to endorsed Stafford loans as well.
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<tbody>
<tr>
<td>2</td>
<td>Forms</td>
<td>The loan holder must obtain a completed Loan Discharge Application: Total and Permanent Disability form. If the loan holder is not the guarantor, the loan holder must submit the appropriate forms to the guarantor. In the case of a Joint Consolidation loan, the loan holder must complete the Request for Reimbursement form.</td>
</tr>
<tr>
<td>3</td>
<td>Assignment of Loan to CDD</td>
<td>In all cases, the loan holder retains ownership of the loan ---the loan is not assigned to CDD because there is a remaining non-dischargeable debt. Instead, the guarantor sends CDD the information necessary for CDD to process and evaluate the borrower’s request for discharge.</td>
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<tr>
<td>4</td>
<td>Due Diligence</td>
<td>In all cases, loans holders are prohibited from sending any notices that include collection language to the disabled borrower or endorser during the conditional discharge period. However, the loan holder must continue to collect from the non-disabled borrower or the endorser (if the loan holder is pursuing the endorser for payment) during the period the disabled borrower is granted conditional discharge.</td>
</tr>
</tbody>
</table>
###Category: Joint Consolidation, PLUS Co-Borrowers and Endorsers

<table>
<thead>
<tr>
<th>#</th>
<th>How do loan holders report the TPD to CDD?</th>
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<tr>
<td>5</td>
<td>As stated previously, the loan will not be formally assigned to the Department of Education. Instead, the GA will forward borrowers’ and endorsers’ discharge applications to CDD along with completed assignment forms. If the GA determines the borrower meets the eligibility criteria and the loan is held by a lender or servicer, the GA will pay the lender/servicer the amount determined to be potentially eligible for refund. The GA will then forward the borrower’s discharge application and the assignment form, including the loan amount, to CDD. To forward the forms to CDD: 1. Send the borrower’s or endorser’s discharge application, all supporting medical documentation, and a completed assignment form to FSA’s San Francisco regional office: U.S. Department of Education Federal Student Aid ATTN: Marilyn Espinal 50 Beale Street, Room 8633 San Francisco, CA 94105 When you complete the assignment form, please put the disabled individual’s name in Section A (Borrower Information) and the non-disabled individual’s name in Section B (Cosigner and Reference Information). Also, please strike out the assignment language on the assignment form. 2. Label the package JOINT CONSOLIDATION, CO-MADE PLUS, or DISABLED ENDORSER, as appropriate. This means GAs must submit joint consolidation, co-made PLUS loans or disabled endorser information individually; they cannot combine these types of discharge requests in one package. 3. Do not send payment listings or loan collateral documentation. Upon receipt, CDD will process the discharge application and subsequently inform the GA of the borrower’s or endorser’s discharge eligibility. CDD will provide GA’s with a monthly report listing the borrowers and endorsers that received final discharge or who are denied conditional or final discharge for that month. The report will include the names of all cosigners, borrowers and endorsers to assist you in identifying the account(s) on your system. (This list will include only those borrowers of joint-consolidation loans, co-made PLUS loans and endorsed loans). If CDD receives any payments for these borrowers or endorsers, the payments will be returned to the sender.</td>
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<td>6</td>
<td>Basics</td>
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<pre><code>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                            |                                                                                       |                                                                                                                                                                                                                                                                                                                                                           |  |
</code></pre>
<p>|    |                | If CDD finds the disabled borrower ineligible for discharge, both borrowers remain responsible for the entire loan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                           | This precludes processing of discharge documentation if received prior to the loan holder pursuing the endorser.                                                                                                                                                                                     |
|    |                | As outlined below, the loan holder should take steps to ensure that the status of the non-dischargeable portion does not worsen (become more delinquent) during the conditional discharge period. Answers below assume only one borrower is disabled.                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                           | If CDD finds the endorser eligible for final discharge, the disabled endorser has no remaining obligation to repay the loan. However, the borrower continues to be responsible for the loan.                                                                                                                                                         |
|    |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                           | If CDD finds the disabled endorser ineligible for discharge, both the borrower and endorser remain responsible for the loan.                                                                                                                                                                                                                       |</p>
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<td>7</td>
<td>What should loan holders do with the non-dischargeable portion?</td>
<td>You must reduce the loan balance by the potentially dischargeable portion, which includes any payments eligible for refund. If a credit balance results, you may issue the credit to the borrower. Bill only the non-disabled borrower and only for the non-dischargeable portion during the conditional discharge period. If the non-disabled borrower is deferment eligible, the loan holder may grant deferment without the disabled borrower meeting deferment eligibility requirements. You must protect the status of the loan during the conditional discharge period so that the status does not deteriorate when you renew billing of the disabled borrower. You may effect this protection of status by applying a forbearance or deferment to the loan, if the non-disabled borrower is eligible. In addition, a loan holder may apply an administrative forbearance to ensure the PLUS loan does not become delinquent or that an existing delinquency does not increase during the conditional discharge period. Loan holders must first explore available options (e.g., alternative repayment agreements, deferments or discretionary forbearance) with the non-disabled borrower prior to granting an administrative forbearance.</td>
<td>Bill only the non-disabled borrower for the entire loan during the conditional discharge period. If the non-disabled borrower is deferment eligible, the loan holder may grant deferment without the disabled borrower meeting deferment eligibility requirements. You must protect the status of the entire loan during the conditional discharge period so that the status does not deteriorate when you renew billing of the disabled borrower. You may effect this protection of status by applying a forbearance or deferment to the loan, if the non-disabled borrower is eligible. In addition, a loan holder may apply an administrative forbearance to ensure the PLUS loan does not become delinquent or that an existing delinquency does not increase during the conditional discharge period. Loan holders must first explore available options (e.g., alternative repayment agreements, deferments or discretionary forbearance) with the non-disabled borrower prior to granting an administrative forbearance.</td>
<td>Bill only the borrower while endorser is in conditional discharge period. You do not need to protect the status of the loan. The borrower may default during the conditional discharge period.</td>
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<td>8</td>
<td>What start and end dates apply to an administrative forbearance under the conditions in the previous question?</td>
<td>The loan holder may apply an administrative forbearance to ensure the Consolidation loan does not become delinquent or that an existing delinquency does not increase during the conditional discharge period. The administrative forbearance may begin no earlier than the date the loan holder receives the discharge application or the notification from the guarantor that one borrower is permanently and totally disabled. The administrative forbearance may not end later than the date the loan holder receives notification of the final discharge determination.</td>
<td>The loan holder may apply an administrative forbearance to ensure the PLUS loan does not become delinquent or that an existing delinquency does not increase during the conditional discharge period. The administrative forbearance may begin no earlier than the date the loan holder receives the discharge application or the notification from the guarantor that one borrower is permanently and totally disabled. The administrative forbearance may not end later than the date the loan holder receives notification of the final discharge determination.</td>
<td>N/A – the PLUS loan borrower is not eligible for an administrative forbearance during the endorser’s conditional discharge period.</td>
</tr>
<tr>
<td>9</td>
<td>Is the non-disabled borrower eligible to be granted any type of deferment during the disabled borrower’s period of conditional discharge.</td>
<td>Yes. The disabled borrower is not considered to be a borrower with a repayment obligation during the conditional discharge period. As such, the deferment eligibility requirement would apply only to the non-disabled borrower. The application of deferment in this instance is a positive method of servicing the Consolidation loan and preventing the increase of delinquency or default on the Consolidation loan during the conditional discharge period.</td>
<td>Yes. The disabled borrower is not considered to be a borrower with a repayment obligation during the conditional discharge period. As such, the deferment eligibility requirement would apply only to the non-disabled borrower. The application of deferment in this instance is a positive method of servicing the PLUS loan and preventing the increase of delinquency or default on the PLUS loan during the conditional discharge period.</td>
<td>N/A</td>
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<td>10</td>
<td>If a deferment is granted to the non-disabled borrower, what are the start and end dates?</td>
<td>A deferment based solely on the non-disabled borrower’s eligibility must be aligned with the conditional discharge period. The deferment may not begin prior to the date the loan holder receives the discharge application or the notification form the guarantor (in the case where the discharge application is submitted directly to the guarantor), even if the date the non-disabled borrower became eligible for the deferment is earlier. The deferment ends on the earlier of the date the loan holder receives notification of final determination of discharge or the date the non-disabled borrower’s deferment eligibility expires, whichever is first. And as allowed by 34 CFR 682.211(f)(2), for any delinquency prior to the start date of the deferment the loan holder may apply an administrative forbearance. The administrative forbearance may not begin earlier than the date the loan holder receives the discharge application or the notification from the guarantor (in the case where the discharge application is submitted directly to the guarantor). In summary, the deferment and any associated administrative forbearance can cover a period less than, but never more than, the time the disabled borrower is granted a conditional discharge.</td>
<td>A deferment based solely on the non-disabled borrower’s eligibility must be aligned with the conditional discharge period. The deferment may not begin prior to the date the loan holder receives the discharge application or the notification form the guarantor (in the case where the discharge application is submitted directly to the guarantor), even if the date the non-disabled borrower became eligible for the deferment is earlier. The deferment ends on the earlier of the date the loan holder receives notification of final determination of discharge or the date the non-disabled borrower’s deferment eligibility expires, whichever is first. And as allowed by 34 CFR 682.211(f)(2), for any delinquency prior to the start date of the deferment the loan holder may apply an administrative forbearance. The administrative forbearance may not begin earlier than the date the loan holder receives the discharge application or the notification from the guarantor (in the case where the discharge application is submitted directly to the guarantor). In summary, the deferment and any associated administrative forbearance can cover a period less than, but never more than, the time the disabled borrower is granted a conditional discharge.</td>
<td>N/A The start and end dates are based solely on the borrower’s deferment eligibility.</td>
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<tr>
<td>11</td>
<td>Refund of payments upon final discharge</td>
<td>No refund is made as such payments are applied to the non-dischargeable portion as a result of the reimbursement.</td>
<td>No refund is made.</td>
<td>No refund is made.</td>
</tr>
<tr>
<td>12</td>
<td>How should loan holders service the non-dischargeable portion if CDD grants final discharge to the disabled borrower?</td>
<td>Resume billing both the non-disabled and the disabled borrower for the outstanding portion (excludes the amount discharged) of the joint Consolidation loan.</td>
<td>Only the non-disabled borrower will be billed. The non-disabled borrower is responsible for the entire outstanding balance of the PLUS loan. The disabled borrower is discharged from any future responsibility to repay the debt.</td>
<td>Only the borrower will be billed. The borrower remains responsible for the entire outstanding balance of the PLUS loan. The disabled endorser is discharged from any future responsibility to repay the debt.</td>
</tr>
<tr>
<td>13</td>
<td>How should loan holders service the non-dischargeable portion if CDD denies final discharge to (reinstates) the disabled borrower?</td>
<td>Restore the disabled borrower’s portion of the Consolidation loan; however, no interest accrues on this portion during the conditional discharge period. If the joint Consolidation loan is held by a lender or servicer, the loan holder must refund to the guarantor the amount previously received from the guarantor.</td>
<td>Resume billing both borrowers for the entire balance of the PLUS loan. Since there were no financial adjustments made to the balance of the loan, none need to be reversed.</td>
<td>Resume billing both the borrower and the endorser for the entire balance of the PLUS loan. Since there were no financial adjustments made to the balance of the loan, none need to be reversed.</td>
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<tr>
<td>14</td>
<td>NSLDS Reporting</td>
<td>All NSLDS reporting will be performed by the loan holder.</td>
<td>All NSLDS reporting will be performed by the loan holder. The loan holder must report the correct status of the PLUS loan to NSLDS within a timely manner. NSLDS currently reports PLUS co-made loans under one primary borrower only. However, to ensure proper reporting during the conditional discharge period, the loan holder should report the PLUS loan under the non-disabled borrower’s name and social security number. If the borrower on record with NSLDS is the disabled borrower, NSLDS must be updated to reflect the non-disabled borrower as the borrower of record. If the discharge is denied, the loan holder can continue to report the PLUS loan under the primary borrower currently being reported. If a final discharge is granted, the loan holder continues to report the PLUS loan under the non-disabled borrower’s name and social security number. (primary borrower on record).</td>
<td>All NSLDS reporting will be performed by the loan holder. The loan holder must report the correct status of the PLUS loan to NSLDS within a timely manner. NSLDS currently reports PLUS co-made loans under one primary borrower only. However, to ensure proper reporting during the conditional discharge period, the loan holder should report the PLUS loan under the non-disabled borrower’s name and social security number. If the borrower on record with NSLDS is the disabled borrower, NSLDS must be updated to reflect the non-disabled borrower as the borrower of record. If the discharge is denied, the loan holder can continue to report the PLUS loan under the primary borrower currently being reported. If a final discharge is granted, the loan holder continues to report the PLUS loan under the borrower’s name and social security number. (primary borrower on record).</td>
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### Conditional Disability Discharge: Joint Consolidations, PLUS Co-Borrowers, and Disabled Endorsers

**Guidance developed in coordination with NCHELP**

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<tbody>
<tr>
<td>15</td>
<td>Credit Bureau Reporting</td>
<td>All required credit bureau reporting will be performed by the loan holder.</td>
<td>All credit bureau reporting will be performed by the loan holder.</td>
<td>All credit bureau reporting will be performed by the loan holder.</td>
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<td></td>
<td>The loan holder must report the correct status of the Consolidation loan to the credit bureau(s) within a timely manner.</td>
<td>The loan holder must report the correct status of the PLUS loan to the credit bureau(s) within a timely manner.</td>
<td>The loan holder continues to report the correct status of the PLUS loan to the credit bureau(s) within a timely manner.</td>
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<td>Loan holders must report the balance (non-dischargeable portion) of the Consolidation loan with the appropriate status, under the non-disabled borrower’s name and social security number.</td>
<td>Loan holders must report the full outstanding balance of the PLUS loan with the appropriate status under the non-disabled borrower’s name and social security number.</td>
<td>Loan holders must report the full outstanding balance of the PLUS loan with the appropriate status under the borrower’s name and social security number.</td>
</tr>
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<td></td>
<td></td>
<td>If discharge is denied, the loan holder resumes regular reporting the full balance.</td>
<td>If the discharge is denied, the loan holder resumes regular reporting of the PLUS loan.</td>
<td>No change is necessary if the discharge is granted or denied. The loan holder continues reporting the PLUS loan under the borrower’s name and social security number.</td>
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<td></td>
<td>If a final discharge is granted, the loan holder continues to report the non-discharged portion of the Consolidation loan under the non-disabled borrower’s name and social security number.</td>
<td>If a final discharge is granted, the loan holder continues to report the PLUS loan under the non-disabled borrower’s name and social security number.</td>
<td>No change is necessary if the discharge is granted or denied. The loan holder continues reporting the PLUS loan under the borrower’s name and social security number.</td>
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<tr>
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<td>16</td>
<td>Correspondence</td>
<td>Loan holders should send a letter to the disabled borrower or disabled endorser providing a clear explanation of the process that will be followed in order to process the total and permanent disability discharge application. CDD will send a letter to the disabled borrower or disabled endorser explaining the special circumstances that apply, and will also send regular CDD correspondence, such as income documentation requests and notifications of eligibility changes.</td>
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<tr>
<td>#</td>
<td>Issue</td>
<td>Directive/Issue</td>
<td>Recommendation</td>
<td>FFEL/FSA Resolution?</td>
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<tr>
<td>1</td>
<td>Incomplete dates.</td>
<td>All dates must be complete. [1/16/04 e-mail]</td>
<td>The FFEL community has experienced the rejection of some assignments from the CDD Unit due to dates on the disability form being completed in a format other than the recommended MM/DD/YYYY format. We believe it is inappropriate to delay the processing of these borrowers' discharge requests for this reason alone. Dates provided on the form should be accepted if they include a month, day (only when applicable, see Issue 2 below) and year, as in any of the following examples: 1/4/04, 01/04/04, 1/4/2004, 01/4/2004, 01/04/2004, 1/04/04, 01/4/2004, 1/04/2004.</td>
<td>Yes</td>
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<td>Agreement was obtained that, as long as the dates are complete (in this case, means that there is a month, a day of the month, and at least a 2-digit year), FSA will accept dates that do not conform to the MM/DD/YYYY format that appears on the form.</td>
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<td>2</td>
<td>Incomplete Dates</td>
<td>The CDD Unit will accept the occasional discharge application with a month and date (year) only for the date of disability. [10/15/04 e-mail]</td>
<td>The FFEL community feels that guidance stating acceptance of dates in a month and year format (although ED guidance referred to “date” we now understand the intent was “year”) may be granted on an “occasional” basis will lead to arbitrary enforcement. As long as the date of disability (as evidenced by month and year only) is after the date the loan was made, the form should be accepted.</td>
<td>Yes</td>
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<td>If the day of the month is missing, FFEL agreed to obtain the day of the month when it is needed for purposes of comparing the 'unable to work' date to the date the loan was made, and for purposes of identifying refund eligibility. FSA agreed to stop rejecting applications for this reason but expects all of the FFEL community to follow these guidelines to obtain the day of the month when it is critical, or else all GAs will have to change back to supplying the day of the month in every case.</td>
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<td>3</td>
<td>Payment History</td>
<td>All pages with payment information must give the borrower's name, SSN, and date of disability. [2/6/04 e-mail]</td>
<td>The FFEL community agrees to provide the name and SSN. However, we do not agree that the date of the borrower's disability is necessary on each page of a payment history. The TPD date is already on the TPD application and to include it on a payment history is redundant and labor intensive.</td>
<td>Yes</td>
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<td>Discussion was held regarding the extent of the problem. Agreement was reached that it is not necessary to provide the 'Unable to work' date on a payment history that provides a listing of payments. FSA does want the borrower's SSN on each page of a payment history listing.</td>
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<td>4</td>
<td>Payment History</td>
<td>If providing a list of payments, do not include non-payment transactions such as payment applications to principal and interest, fee applications, etc. [2/6/04 e-mail]</td>
<td>34 CFR 682.414 requires a guarantor and a lender to maintain a payment history showing date and amount of each payment received by that entity, as well as the amount allocated to principal, accrued interest, collection costs and other charges. Guarantors and lenders have developed systems to comply with this requirement. It is unnecessarily burdensome to expect guarantors and lenders to modify their systems to create two different payment histories; one excluding non-payment transactions as required in the e-mail guidance and one that captures the information required by regulations. If a listing of payments is provided in the assignment, the FFEL community recommends that the CDD Unit accept the system generated payment histories currently produced by guarantors and lenders.</td>
<td>Yes</td>
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<tr>
<td>5</td>
<td>Payment History</td>
<td>If providing a lump sum, provide the effective date of the earliest payment included in the lump sum. [2/6/04 e-mail]</td>
<td>The definition of the lump sum amount is to provide the total amount paid by or on behalf of the borrower after the date the borrower became unable to work and earn money as certified by a physician. Therefore, there is no need to provide the effective date of the earliest payment included in the lump sum. We recommend that the Department instruct the CDD Unit to accept assignments with lump sum amounts without the effective date of the earliest payment, knowing that we are reporting only those payments eligible for refund as defined in 34 CFR 682.402(C)(1)(i).</td>
<td>Yes</td>
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<tr>
<td>6</td>
<td>Loans received after a prior TPD discharge.</td>
<td>Should provide copies of the physician's certification and borrower acknowledgement that were required for the borrower to receive the new loan(s). [6/28/04 e-mail]</td>
<td>FFELP regulations, 34 CFR 682.201(a)(6)(i), require documentation from a doctor stating the borrower is able to work and earn money prior to guaranteeing any new loans if the borrower has prior loans granted a final discharge due to total and permanent disability. In addition, the guarantor must also obtain the borrower's acknowledgement as required in 34 CFR 682.201(a)(6)(ii) prior to guaranteeing a new loan. If the borrower then becomes permanently and totally disabled again after receiving the new loan, guarantors receive a new TPD discharge form and the determination for conditional discharge is based on that documentation. The FFEL community finds no regulatory or statutory basis for requiring this information and as such, does not support the directive.</td>
<td>Yes</td>
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Agreement was obtained that the lump sum payment history format provided to FSA by FFEL is acceptable, and that this form will not go through the official form process that requires OMB approval. If any FFEL participants want to continue to provide payment history listings, FSA still requires the separation of non-payment transactions from the history provided to the CDDU.

FSA agreed to accept the lump sum payment history format provided by FFELP without a date of the earliest payment included, since the form certifies only payments received after the unable to work date are included.

FFEL believes that current regulatory guidance already provides a process for determining borrower eligibility for a new loan when the borrower applies for a new loan after previous loans have already been discharged. Lacking any concrete examples of this issue, FSA agrees but reserves the right to revisit at a later date.
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<tr>
<td>7</td>
<td>Loans received after a prior TPD discharge.</td>
<td>Contact the physician who certified the current TPD application to confirm that the borrower's disabling condition had previously improved to the point that he could work and earn money but later deteriorated again to the point of TPD. Explanation and full documentation must be attached. [6/28/04 e-mail]</td>
<td>This requires new documentation from a doctor who may or may not have been involved in either the prior disability application or in the certification necessary for the borrower to become eligible for new loans. If the borrower had a prior loan discharged due to TPD, then applied for and received a new loan, all of the required documentation would have been obtained in order to guarantee the new loan. There is no need to go to the current certifying physician to obtain any further documentation, as this adds no value to the process. The FFEL community finds no regulatory or statutory basis for requiring this information and as such, does not support the directive.</td>
<td>Yes</td>
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<td>FFEL believes that current regulatory guidance already provides a process for determining borrower eligibility for a new loan when the borrower applies for a new loan after previous loans have already been discharged. Lacking any concrete examples of this issue, FSA agrees but reserves the right to revisit at a later date.</td>
</tr>
<tr>
<td>8</td>
<td>Supporting documentation for changes made by the physician to dates on TPD application.</td>
<td>A signed letter or fax from the physician confirming the change and the reason for the change as well as a clear summary of any telephone conversation with the physician confirming the change and the reason for the change, including the full name of the individual who applied the change to the TPD application. [7/28/04 e-mail]</td>
<td>If the certifying physician initials a change, the form should be considered complete. Requests for additional documentation from the CDD Unit regarding the change should not be required.</td>
<td>Yes</td>
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<td>FFEL and FSA agree to require that all changes to the form be initiated by the physician, with the following exceptions: 1) Any changes in the Demographic section of the form do not need to be initialed. In addition, should either the borrower's address or phone number(s)) be omitted from this section, the form can be accepted without that information; 2) If the &quot;Date the borrower became unable to work and earn money&quot; field is altered, no initials are required; however, supporting documentation from the doctor explaining the reason for the alteration to this field is required.</td>
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<tr>
<td>9</td>
<td>Supporting documentation for changes made by the physician to dates on TPD application.</td>
<td>Initial should appear immediately next to the added or amended information. [7/28/04 e-mail]</td>
<td>The FFEL community will ensure that the physician's initials are in close proximity to the line item in which the change is made. However, we do not support the automatic rejection of a TPD Discharge application form merely because the doctor's initials are not immediately next to the change. We expect the CDD Unit to be able to allow some flexibility in this situation as it is difficult to ensure that the physician's initials are immediately next to the change. We do not believe a borrower should be denied the conditional discharge merely because the physician initialed a change outside the preferred parameters.</td>
<td>Yes</td>
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<td>FSA agrees to allow the requested flexibility.</td>
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<td>#</td>
<td>Issue Description</td>
<td>Directive/Issue</td>
<td>Recommendation</td>
<td>FFEL/FSA Resolution?</td>
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<td>10</td>
<td>Supporting documentation for changes made by the physician to dates on TPD application.</td>
<td>The initials should clearly belong to the physician. If there is &quot;reasonable doubt&quot; attach a signed letter or fax from the physician verifying the changes. [7/26/04 e-mail]</td>
<td>The FFEL community agrees that initials in close proximity to alterations on the form should clearly belong to the physician certifying the condition. Lenders and guarantors will ensure that, in their opinions, there is no &quot;reasonable doubt&quot; that the initials are those of the physician. Once that has been done, those loans that are eligible for conditional discharge will be assigned to the CDD Unit. If the CDD Unit then believes there is reasonable doubt the initials are those of the physician, the FFEL community requests that the CDD Unit follow up with the physician. We believe this is a much more efficient process than returning the file to the guarantor, which only further delays the eligibility determination for the borrower.</td>
<td>Yes</td>
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<td>11</td>
<td>Effective date.</td>
<td>Instructions in July 26 e-mail are implemented as of September 1, 2004. [7/26/04 e-mail]</td>
<td>Using a triggering event of loans received by the Department effectively establishes a retroactive implementation, as the normal process requires the loan holder to receive the discharge application, review it, pull the collateral and forward to the guarantor. The guarantor then reviews to ensure discharge eligibility, contacts the physician as necessary and, after claim payment is issued and NSLDS updates are completed, forwards to the Department. This process takes several weeks to complete. By using a triggering event based on receipt by the Department, loans currently &quot;in the pipeline&quot; are adversely affected. In addition, sufficient time is needed for guarantors to publish the new operational procedures and for loan holders to implement operational changes. The FFEL community recommends that the triggering event for enforcement of this guidance be defined as &quot;discharge requests received by the loan holder on or after March 1, 2005&quot;.</td>
<td>Yes</td>
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Discussion was held and agreement was reached that, as long as the initials match the doctor's and the alteration is NOT the 'unable to work' date, there is no need to get additional documentation regarding the alteration. If alterations are made to the 'unable to work' field, see Issue 8 of this matrix.

FFEL and FSA agree that any new requirement will be effective for loans assigned by guarantors 120 days or more after issuance of the revised guidance. For example, if a new requirement is issued on July 5, 2005, the 120th day is November 2. Any files that are submitted by a guarantor to the CDD Unit prior to November 2 would not be required to comply with the new guidance and therefore FFEL would not expect to see any loans submitted prior to November 2 returned for failure to comply with that new guidance. However, any files submitted by a guarantor on or after November 2 would fall under the revised guidance issued on July 5. Also, files first submitted prior to November 2 but returned by the CDD Unit and resubmitted by a guarantor on or after November 2 must also meet the new requirement.
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<tr>
<td>12</td>
<td>TPD discharge application signed by borrower's representative.</td>
<td>Applications that have been signed by a borrower's representative, but not the borrower, should be accompanied by documentation of the representation. Documentation of the borrower's representation may include a statement signed by the borrower authorizing representation or legal documentation, such as Power of Attorney, of representation. [10/28/04 e-mail]</td>
<td>The TPD discharge application (OMB 1845-0065) provides for the signature of a borrower representative in cases where the borrower is unable to sign the form, as does 34 CFR 682.402(c)(2). The intent of this provision is to provide relief to those borrowers unable to sign on their own behalf. To require a statement authorizing the representation that is signed by the borrower is illogical. Also, there is no requirement on the TPD application or in regulations to submit legal documentation, such as a power of attorney. The FFEL community finds no regulatory or statutory basis for requiring this information and as such, does not support the directive.</td>
<td>Yes</td>
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<td>13</td>
<td>Bankruptcy documentation received after assignment to the CDD Unit.</td>
<td>The FFEL community wishes to insure that bankruptcy notifications are processed in a timely manner and that we are forwarding bankruptcy information on assigned TPD loans to the correct individual.</td>
<td>Guarantors must forward bankruptcy documentation to the CDD Unit when assigning loans to the Department, or for those loans already assigned, immediately upon receipt regardless of whether the loan assignment is accepted. Since the loan is assigned to the Department, the Department is the holder of the loan and is the only entity that can file a proof of claim or meet court established deadlines to protect the federal fiscal interest. The FFEL community requests that the CDD Unit designate a point of contact to both handle assignments that include bankruptcy documents, and to process newly received bankruptcy documentation so that proofs of claim may be filed and all court established deadlines can be met in a timely manner.</td>
<td>Yes</td>
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FFEL and FSA agree that FFEL participants do not need to obtain proof that the borrower's representative has the authority to sign on the borrower's behalf.

FSA indicated they are concerned that a doctor may not provide medical information when the borrower's representative signs the form rather than the borrower. However, this has not been a problem yet, so they will monitor the situation and if needed, they will pursue a change to the form instructions to require such documentation.

If CDDU attempts to get additional information from the physician and is denied due to lack of this documentation, CDDU will contact the borrower to obtain this documentation.

Agreed that the guarantors need to submit the bankruptcy documentation at the time of loan assignment to the CDDU. If the bankruptcy documents are received after the assignment, the guarantor needs to send the documents to Lynn Force.
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<tbody>
<tr>
<td>17</td>
<td>Eligibility determination.</td>
<td>Eligibility for discharge is determined at the borrower level.</td>
<td>Regulations currently allow a borrower to receive new loans after prior loans have been discharged due to total and permanent disability. The borrower becomes eligible for new FFEL loans upon obtaining a doctor's certification that he or she is once again able to work and earn money and the borrower acknowledges that the new FFEL loan may not be eligible for discharge in the future on the basis of any impairment present when the new loan is made unless that impairment substantially deteriorates. This language clearly allows for new loans after the final discharge of prior loans. Therefore, the FFEL community maintains that eligibility for discharge is granted at the loan level. Please refer to 34 CFR 682.201(a)(6).</td>
<td>Yes</td>
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FSA concurs. Eligibility is determined at the loan level, e.g. if a loan is made prior to the date the borrower became unable to work and earn money, and another loan is made after that date, and the borrower otherwise meets all discharge criteria, the loan made prior to the date the borrower became unable to work and earn money would qualify for discharge. |

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| 18 | Status updates for assigned loans. | Updates from the CDD Unit concerning the disability status (i.e. conditional, final, or ineligible) of assignments do not include all loans assigned for some borrowers. | Guarantors may not always assign all the loans applicable to a discharge at one time. The CDD Unit should provide in their correspondence to a guarantor an identifiable "Loan ID" for each loan assigned. This ID can include the disbursement date(s) and loan amount for each loan on that piece of correspondence. This will allow the guarantor to update the status of the specific loan referenced in the correspondence. It is difficult to determine which loans are identified in the correspondence from the CDD Unit as noted in the following examples: | Yes |

FSA stated this is a 'future-state' change, that they cannot provide loan level information to guarantors relative to which of the borrowers' loans have been accepted. FSA/CDD needs to look at what they can do in the meantime to help GAs recognize what loans CDD is referring to when they send status updates on assigned loans. One helpful suggestion is for the GAs to follow up with the CDDU to verify individual loan statuses. In addition, borrowers can contact the CDDU at 1-888-869-4169. |

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**Example 1:**

- Loan Disbursed 08/02/1999 $2500 assigned 04/14/2003
- Loan Disbursed 09/23/2000 $2625 assigned 07/19/2003
- CDD Unit correspondence dated 08/28/2003 provides conditional discharge eligibility for Loan ID 111111FF001
- and no other correspondence is received by the guarantor.

**Example 2:**

- Loan Disbursed 08/20/1999 $2625 assigned 06/28/2004
- Loan Disbursed 09/21/2000 $2625 assigned 06/28/2004
- Loan Disbursed 10/15/2001 $2625 assigned 06/28/2004
- Loan Disbursed 09/10/2002 $2625 assigned 07/24/2004
- CDD Unit correspondence dated 09/24/2004 provides conditional discharge eligibility for: |
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<td></td>
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<td>Loan ID 11111111FF001</td>
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<td>Loan ID 11111111FF002</td>
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<td>CDD Unit correspondence dated 10/05/2004 provides conditional discharge eligibility for:</td>
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<td>Loan ID 11111111FF001</td>
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<td>Loan ID 11111111FF002</td>
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<td></td>
<td>Loan ID 11111111FF004</td>
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<td>No other correspondence is received by the guarantor.</td>
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<tr>
<td>13</td>
<td>The date of disability falls between disbursement dates of a loan.</td>
<td>The loan is not dischargeable because the loan has not been fully disbursed prior to the date of disability.</td>
<td>34 CFR 682.402(c)(iii), clearly states that determination of discharge eligibility must be made based on whether or not a condition existed &quot;at the time a loan is made&quot;. The FFEL community understands the term &quot;at the time the loan was made&quot; to be synonymous with the date of the first disbursement. The FFEL community respectfully maintains that the CDD Unit's interpretation of the term &quot;at the time the loan was made&quot; is inconsistent with the traditional usage of the term throughout federal regulations, and therefore eligibility should be based on the date of first disbursement.</td>
<td>No</td>
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<td>The FFEL community maintains that the CDDU's interpretation of the term 'at the time the loan was made' is not consistent with the traditional usage of the term throughout the federal regulations, and therefore eligibility should be based on the date of the first disbursement. FSA concurs that the rule in place today is inconsistent with the regulations but is not going to change this rule at this time. FSA believes that if a borrower accepts the 2nd (or a subsequent) disbursement and this disbursement is after the date the borrower became unable to work (the disability date), that this is a disqualifying factor. However, if the 2nd or subsequent disbursement is cancelled, this is no longer an issue. The FFEL community remains concerned with FSA's acknowledgment that the rule is inconsistent with regulations.</td>
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<td>15</td>
<td>Assignment of e-signed promissory notes.</td>
<td>Private guidance indicates that the CDD Unit currently does not have procedures in place for accepting assignment of such loans.</td>
<td>The FFEL community wishes to insure that procedures are in place for the assignment of loans with electronically signed promissory notes. FFEL guarantors have procedures in place for the claim purchase of e-signed loans and the assignment process to the CDD Unit should not present any additional obstacles.</td>
<td>Partial This issue is resolved from the perspective that FSA agreed to accept a paper copy of an e-signed note. The remaining outstanding issue is whether or not the paper copy needs to be stamped as true and exact.</td>
</tr>
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<td>16</td>
<td>Communication of procedural changes.</td>
<td>Changes to TPD assignment procedures are sent to the community via e-mails.</td>
<td>We appreciate the Department's use of e-mail to share procedural changes in the assignment process as well as policy clarifications. However, a formal Department communication procedure should be established to circulate changes in the TPD assignment process in the same manner as any other policy or procedural change, such as a Dear Partner letter. While the FFEL community does appreciate the flexibility of individual e-mails when resolving issues with specific loans or to provide clarification regarding CDD procedures, we are concerned that policy changes are distributed in this format. We have seen examples of e-mails used to report what appears to be a statement of CDD procedure when, in fact, it is a policy change that affects current law and/or regulations. In addition, using e-mails to publish such notifications creates the possibility that all guarantors, lenders and servicers may not receive timely notice.</td>
<td>No</td>
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PARTIAL DISCHARGE OF A CONSOLIDATION LOAN

QUESTIONS AND ANSWERS

Q. 1. Is the partial discharge applicable to a portion of the Consolidation loan or to the underlying loan(s)?

A. 1. The partial discharge is applicable to the Consolidation loan. Final rules published 11/1/02 by the Department of Education state throughout the preamble discussion that this is a partial discharge of a Consolidation loan. In addition, language added to 34 CFR 682.402(a)(2) states “...the amount of the Consolidation loan that is discharged ...is equal to the portion of the outstanding balance of the Consolidation loan...” thus supporting the fact that this is a partial discharge of a Consolidation loan.

Q. 2. From whom does the lender request insurance reimbursement?

A. 2. All requests for reimbursement are filed with the guarantor of the Consolidation loan as it is a portion of the Consolidation loan that is being discharged.

Q. 3. Can the portion of the Consolidation loan attributed to non-FFELP loans, such as Perkins loans included in the Consolidation loan, be discharged based on FFELP regulations?

A. 3. Yes. According to Federal regulations, 34 CFR 682.100(a)(4), FFELP Consolidation loans may include non-FFELP loans, such as Perkins, HPSL, LDS, and William D. Ford Direct Loans. Once the non-FFELP loans are consolidated into a FFELP Consolidation loan, they become eligible for FFELP benefits, including the partial discharge provisions. Please refer to 34 CFR 682.402(a)(2) and 682.402(b)(6) for additional clarification for FFELP discharge eligibility.

Q. 4. How does the Consolidation loan holder request reimbursement from the guarantor? What documentation is the Consolidation loan holder required to submit to the guarantor when requesting reimbursement for the partial discharge?

A. 4. The Consolidation loan holder must complete and submit the Request for Reimbursement Due to Partial Discharge of a Consolidation Loan form along with either the original or a certified copy of the death certificate or the completed Loan Discharge Application: Total and Permanent Disability form, whichever is applicable. No other documentation is required.

Q. 5. Is there a need to submit and review due diligence for partial discharge of a Consolidation loan if the loan was delinquent prior to the date of death/disability (DE/DI)?

A. 5. No. There is no requirement to submit or review due diligence on partial discharges of Consolidation loans. Preamble and regulatory language published in the Final Rules on 11/1/02 provide guidance regarding the process for determining discharge eligibility in these situations. The preamble language explicitly acknowledges that implementation of these provisions should closely follow the same procedures for discharging a portion of a spousal Consolidation loan due to school closure, false certification or unpaid refund. Currently, regulatory requirements do not
include submission of due diligence for school closure or false certification claims nor is it required for requests for discharge due to unpaid refund [34 CFR 682.402(g) and 682.402(m)].

Language contained in 34 CFR Appendix D addresses due diligence requirements for loans being discharged in full due to the death or total and permanent disability of the borrower. In the situation of a partial discharge, the loan is not being discharged in full. Given that the process of discharging a portion of a loan has historically been accomplished solely by adjusting the financial data associated with the loan, the balance of the loan retains its status, e.g., current, delinquent, deferred. Consequently, if the borrower is delinquent at the time of reimbursement due to the partial discharge, he/she will remain delinquent after the financial adjustments are made.

Although due diligence is not required to be submitted and reviewed for the partial discharge of a joint consolidation loan, if the borrowers subsequently default in repaying the Consolidation loan, due diligence will be reviewed by the guarantor, as for any loan that defaults due to the failure of the borrower(s) to repay.

Q. 6. How will the Consolidation loan holder determine the amount eligible for discharge?

A. 6. First the Consolidation loan holder must determine the portion of the Consolidation loan that is attributed to the prior (underlying) loans that would have been eligible for discharge due to death or total and permanent disability (DE/DI) if not consolidated. In order to do this, the Consolidation loan holder must identify the applicable prior loans. The Consolidation loan holder may use information provided on the Lender Verification Certificate (LVC) or NSLDS to identify such loans. The Consolidation loan holder then determines the date of DE/DI.

Next, the Consolidation loan holder will determine the ratio of the prior loans identified as eligible to the total amount of the Consolidation loan. This ratio is calculated by dividing the total amount, at time of consolidation, of the underlying loans that comprise the portion of the Consolidation loan eligible for discharge (# 1 below) by the total amount of the Consolidation loan at the time of disbursement (# 2 below), calculated to the 4th decimal place (# 3 below).

Example:

1. Total amount, at the time of consolidation, of the underlying loan(s) that comprised the portion eligible for discharge: $4,500.00
2. Total amount of Consolidation loan at time of disbursement: $12,000.00
3. Divide $4,500.00 by $12,000.00 .3750

The proration rate the Consolidation loan holder will use is .3750.

After completing this step, the Consolidation loan holder then multiplies the total amount of the Consolidation loan as of:

a. the date of DE/DI, if date of DE/DI is on/after consolidation; or

b. the date of consolidation, if date of DE/DI is prior to the consolidation
by the proration rate. The result is the principal amount eligible for discharge.

Example:

a. DE/DI on/after consolidation: Consolidation loan balance as of date of DE/DI was $10,500
   Calculation: $10,500 x .3750 = $3937.50.

b. DE/DI prior to consolidation: Consolidation total was $12,000
   Calculation: $12,000 x .3750 = $4500.00

Interest that accrues from the date of DE or DI is also eligible for discharge as well as any payments received after the date of DE or DI.

Q. 7. How is the amount of interest eligible for discharge determined?

A. 7. In all cases, interest that accrues from the date of DE/DI is eligible for discharge. However, the method of calculating this amount differs depending on whether the date of DE/DI is prior to or on/after the date the Consolidation loan was made.

If the date of DE/DI is prior to the date the Consolidation loan was made, the total amount eligible for discharge includes the principal and interest amount paid by the Consolidation loan holder to the prior loan holder(s) of the applicable loan(s). This amount is entered in field 8, Request for Reimbursement Due to Partial Discharge of a Consolidation Loan, as any outstanding interest was capitalized as of the date the Consolidation loan was made. Interest that accrues on that portion of the principal following the date of consolidation is reported in field #15, Request for Reimbursement Due to Partial Discharge of a Consolidation Loan form.

If the date of DE/DI is on or after the date the Consolidation loan is made, the total amount eligible for discharge includes the outstanding principal and accrued interest as of the date of DE/DI. The principal amount as of the date of DE/DI is entered in field 8, Request for Reimbursement Due to Partial Discharge of a Consolidation Loan form. Interest that accrues on that portion of principal from the date of DE/DI is reported in field #15, Request for Reimbursement Due to Partial Discharge of a Consolidation Loan form.

Q. 8. What happens if the Consolidation loan holder receives payments after the date of DE/DI?

A. 8. Payments received after the date of DE/DI are eligible for discharge. How this is accomplished is based on when the DE/DI occurred and when the payments were received.

If the date of DE/DI is prior to the date of consolidation and the Consolidation loan holder has information regarding payments received on the applicable prior loan(s) after date of DE/DI but prior to consolidation, then the Consolidation loan holder will enter that information in field #17, ‘Eligible Payments’ on the Request for Reimbursement Due to Partial Discharge of a Consolidation Loan form. The amount entered in this field will be included in the amount reimbursed to the Consolidation loan holder. If the Consolidation loan holder is not aware of any
payments received after the date of DE/DI but prior to the date of consolidation, no amount is to be entered into field #17.

If the date of DE/DI is on/after the date of consolidation, the payments received after the date of DE/DI are eligible for discharge. The Consolidation loan holder will be reimbursed the eligible principal balance as of the date of DE/DI and any interest that accrued on that principal balance after the date of DE/DI. The Consolidation loan holder will apply this reimbursement amount to the current balance of the Consolidation, which, in effect, reappplies the payments received after DE/DI to the portion of the Consolidation loan not determined eligible for conditional discharged.

The Consolidation loan holder must apply the discharged amount to the balance of the Consolidation loan at time of receipt. If application of the discharged amount results in a credit balance on the Consolidation loan, the Consolidation loan holder must refund any remaining credit balance to the borrower. If the lender refunds a credit balance to the borrowers, it must also notify the borrowers that they remain obligated to repay any portion of the Consolidation loan that was granted a conditional discharge, including any credit balance refunded to them. To clarify our response, an example follows:

Borrower obtained a Consolidated loan of $20,000 on 1/1/03 that included 4 PLUS loans of $5,000 each for two dependent students. Terms are 120 payments at $202.50 per month (assume 4% interest).

<table>
<thead>
<tr>
<th>Date</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/20/03</td>
<td>$202.50</td>
</tr>
<tr>
<td>2/20/03</td>
<td>$202.50</td>
</tr>
<tr>
<td>3/20/03</td>
<td>$202.50</td>
</tr>
<tr>
<td>4/15/03</td>
<td>Student A dies</td>
</tr>
<tr>
<td>4/20/03</td>
<td>$202.50</td>
</tr>
<tr>
<td>5/01/03</td>
<td>Lender receives death notification</td>
</tr>
<tr>
<td>5/15/03</td>
<td>Lender files Request for Reimbursement</td>
</tr>
</tbody>
</table>

Lender determines that 3 payments totaling $607.50 were received prior to the date of death and that $408.86 of that amount was applied to principal.

Field #8 will reflect the principal amount as of 4/14/03: $19,591.14. [$20,000 - $408.86]
Field #10 will reflect the proration rate: 0.5000 [10,000 ÷ 20,000 = 0.5000]

Section V: AMOUNT REQUESTED
Field #13 Amount Requested: $9795.57 [$19,591.14 X 0.5000]
Field #14 Int Paid Thru Date: 4/15/03
Field #15 Int Claims As of: 5/15/03 + 32.20 (30 days interest)
Field #16 Total Amount Requested: $9827.77
Field #17 Eligible Payments: + -0-
Field *18 Reimbursement Amount Requested: $9827.77

The guarantor will reimburse the lender a total of $9827.77 plus interest that accrues from 5/15/03 through the date the reimbursement payment is made. The lender will apply the full amount to the balance of the outstanding Consolidation loan. Thus, the payments received after the date of death are reimbursed by calculating the reimbursement amount using the principal amount and interest paid through date as of the date of death.

The lender will apply the reimbursement as follows:
Principal after 3/20/03 payment: $19,591.14
Principal from 4/20/03 payment: - 135.94
Principal outstanding 5/15/03: $19,455.20
Reimbursement amount: -9,827.77
Outstanding Balance: $ 9,627.43

Because the amount payable for reimbursement is calculated based on the principal and interest due as of the date the discharge condition occurred, any payment(s) received after that date reduce the portion of the Consolidation loan not eligible for discharge. Using the same example as above, assume the notification of DE/DI was received and reimbursement made between the 3/20/03 and the 4/20/03 payments.

Principal after the 3/20/03 payment: $19,591.14
Reimbursement amount: - 9,827.77
New principal: $ 9,763.37
Principal from 4/20/03 payment: - 135.94
Outstanding balance: $ 9,627.43

Note: The same process is applicable for interest payment.

Q. 9. Are there timely filing guidelines for filing the Request for Reimbursement Due to Partial Discharge?

A. 9. No, the provisions for partial discharge published in the final rules on 11/1/2002 do not include deadlines for submission of the reimbursement requests to the guarantor. This aligns the process for these partial discharges with request for reimbursement due to Unpaid Refund discharges.

Q. 10. Is the Consolidation loan holder allowed to apply an administrative forbearance to the entire Consolidation loan while awaiting appropriate documentation of death/disability?

A. 10 Yes. This aligns the process for partial discharges under these new provisions with the processes currently in place for partial discharges due to closed school, false certification, and unpaid refund. Please see Q&A #17 for additional use of administrative forbearance in relationship to partial discharges of a joint Consolidation loan due to the total and permanent disability of one of two spouses.

Q.11. Will these partial discharges be reported to NSLDS and credit bureaus?

A.11. No, there are no provisions to report partial discharges to NSLDS or credit bureaus. However, the reduction in the outstanding balance of the Consolidation loan resulting from the discharge due to DE/DI will be reported when financial updates are sent to the NSLDS and credit bureaus. In addition, in the case of a co-borrower being denied a final total and permanent disability discharge, the Consolidation loan holder will report the increase in the outstanding balance of a joint Consolidation loan upon refunding the reimbursed/reinsured amount to the guarantor.

Q.12. How will the guarantor report these partial discharges on Form 2000?
A.12. The guarantor will use the same processes currently in place for reporting Consolidation loans partially discharged due to unpaid refunds, false certification or school closure. Pending final publication of Form 2000 changes by ED, guarantors will be using line item MR-1-G Discharges to report partial discharges.

Q.13. Will the full Consolidation loan be assigned to ED as a conditional discharge if the partial discharge is due solely to the total and permanent disability of one of two co-borrowers?

A.13. No. Neither the full Consolidation loan nor a portion of the Consolidation loan will be assigned to the Department. The Consolidation loan holder will continue to hold the Consolidation loan and continue to collect on the remaining balance of the Consolidation loan. The Consolidation loan holder will be eligible to receive reimbursement for the amount equal to the outstanding principal and accrued interest as of the date of disability on the portion of the Consolidation loan that meets the eligibility criteria for a disability discharge. The Consolidation loan holder will reduce the amount of the Consolidation loan by the reimbursed amount and continue servicing the balance of the Consolidation loan. This process ensures that the portion of the Consolidation loan not eligible for conditional discharge continues to be serviced and reported to NSLDS and credit bureaus accurately.

The guarantor will notify the Department’s contractor of its’ preliminary determination that the co-borrower meets the criteria for total and permanent disability by submitting a copy of the Request for Reimbursement Due to Partial Discharge of a Consolidation Loan form and the Loan Discharge Application: Total and Permanent Disability form. The Department’s contractor will perform its initial review of the documentation and monitor the co-borrower’s eligibility during the conditional period.

A.14. What happens at the end of the conditional period if the conditional discharge is approved for a final discharge?

Q.14. If the co-borrower is approved for final TPD discharge, the Department’s contractor will notify the borrowers and the guarantor. The guarantor will then notify the Consolidation loan holder, if applicable. If the Consolidation loan is paid in full at time of such notification, the Consolidation loan holder must send the paid in full notification to the borrowers. No additional reporting or financial adjustments are necessary.

Q.15. What happens if the borrower is denied a conditional or final discharge or becomes ineligible for discharge during the conditional discharge period?

A.15. In the event the Department’s contractor does not approve the conditional or final partial discharge or the borrower loses eligibility for discharge, the Department’s contractor notifies the borrowers of the denial and the reason(s) for the denial. The contractor also notifies the guarantor of the denial. Upon receipt of such notification, the guarantor refunds reinsurance to ED and requests a refund (similar to a repurchase) of the reimbursement amount from the Consolidation loan holder, if applicable. The amount refunded to the guarantor is equal to the amount originally reimbursed to the Consolidation loan holder as no interest accrues on that portion of the Consolidation loan during the conditional discharge period. The Consolidation loan holder will increase the balance of the Consolidation loan to reflect the refunded amount and notify the borrower of the denial, the reason(s) for denial, and that repayment of the amount previously
granted a conditional discharge resumes immediately. This will allow for appropriate updates to be made to NSLDS and credit bureaus, if applicable.

Q.16. If the remaining balance of the Consolidation loan is paid in full to the Consolidation loan holder during the conditional discharge period, should the Consolidation loan holder provide the borrowers with paid-in-full documentation?

A.16. No, the Consolidation loan is not considered paid in full until the Department’s contractor grants a final discharge. Therefore, the Consolidation loan holder must retain all documentation of the Consolidation loan, including the promissory note, until it receives notification that the conditional discharge has been approved for final discharge.

Q.17. If a partial discharge is approved due to the total and permanent disability of one of two co-borrowers, which borrower(s) remain liable for the remaining Consolidation loan balance?

A.17. The preamble language clarifies that both co-borrowers remain responsible for repaying the balance of the Consolidation loan following any partial discharge. However, the disabled borrower is not responsible for repayment of any portion of the Consolidation loan during the conditional discharge period. The loan holder must continue to collect from the non-disabled borrower. If that borrower is unable to maintain the Consolidation loan status as it was on the date the conditional discharge was approved, the lender must work with the non-disabled borrower to ensure that the loan maintains the same status. This includes applying deferments and forbearance, if applicable, including administrative forbearance as described in 34 CFR 682.211(f).

Q.18. Section IV of the proposed Request Reimbursement Due to Partial Discharge of Consolidation Loan form requires information regarding the loan type and the disbursement date of the underlying loans only if the discharge is due to the total and permanent disability of one of two co-borrowers of a spousal Consolidation loan and only if the date of DI is prior to the consolidation. Why is this information requested if we are discharging a portion of the Consolidation loan?

A.18. The requested information is necessary to verify the borrower’s eligibility for discharge. The guarantor must verify that the total and permanent disability did not exist prior to the disbursement of the underlying loans since the provision states that the portion of the Consolidation loan that is eligible for discharge is “attributable to any of that borrower’s loans that would have been eligible for discharge.” The guarantor needs the disbursement dates of the applicable loans to verify that those loans would have been eligible for discharge [34 CFR 682.402(a)(2)]. This information is not needed if the date of the total and permanent disability is after the date of consolidation as it is evident that the total and permanent disability could not have occurred prior to the disbursement date(s) of the underlying loan(s).
PROCESSING FLOW FOR PARTIAL DISCHARGE OF A CONSOLIDATION LOAN DUE TO THE TOTAL AND PERMANENT DISABILITY OF A CO-BORROWER

Loans Held by Lender/Servicer:

- The lender receives the completed Loan Discharge Application: Total and Permanent Disability (Discharge Application: TPD) form submitted by the borrower or the borrower’s representative and applies forbearance to the full Consolidation loan, if necessary. (See Common Manual subsection 12.8.E for additional information regarding forbearance eligibility due to total and permanent disability.)

- The lender reviews the Discharge Application: TPD form to determine if the borrower meets the eligibility criteria.

- If the lender determines the borrower does not meet the eligibility criteria for partial discharge, the lender ends any forbearance granted due to the receipt of the Discharge Application: TPD form and places the full Consolidation loan amount back into repayment. The lender must notify the borrower who applied for discharge that the request has been denied, the reason(s) for the denial and that repayment of the full Consolidation loan amount resumes immediately.

- If the lender determines the borrower meets eligibility criteria for partial discharge, the lender:
  - Completes the Request for Reimbursement Due to Partial Discharge of a Consolidation Loan form (Request for Reimbursement) form.
  - Submits the Request for Reimbursement form and the Discharge Application: TPD form to the guarantor of the Consolidation loan.
  - Continues to hold the Consolidation loan.

- The guarantor reviews both the Request for Reimbursement form and the Discharge Application: TPD form to determine if the borrower meets the eligibility criteria.

- If the guarantor determines the borrower meets eligibility criteria for partial discharge, the guarantor pays the amount determined eligible for conditional discharge to the Consolidation lender (amount reimbursed), submits a request to the Department of Education (the Department) for reinsurance and forwards the Discharge Application: TPD form and the Request for Reimbursement form to the CDD Unit for determination and conditional discharge monitoring.

  - The lender applies the amount reimbursed by the guarantor to the outstanding balance of the Consolidation loan.
  - The lender ends any forbearance previously granted due to the receipt of the Discharge Application: TPD form.
  - The lender notifies the borrower who applied for discharge that the guarantor has approved a portion of the Consolidation loan for submission to the Department for determination of eligibility for total and permanent disability discharge, the amount preliminary approved for conditional discharge, and that he/she remains jointly and severally liable for the remaining balance of the Consolidation loan.
  - If a balance remains on the Consolidation loan after the application of the amount reimbursed, the lender continues servicing the balance of the Consolidation loan with only the non-disabled borrower being held responsible for repayment during the conditional discharge period.
  - If the application of the amount reimbursed or the application of payments received during the period of conditional discharge results in the Consolidation loan being paid in full, the lender must not notify the borrowers that the Consolidation loan is paid in full. The lender may only notify the borrowers that the loan is paid in full upon notification of final discharge approval from the Department. The lender must notify the borrowers that no payments are due currently pending final discharge determination.

04/22/2004 revision
If the application of the amount reimbursed or the application of payments received during the period of conditional discharge results in the Consolidation loan having a credit balance, the lender refunds the credit balance to the borrowers and notifies the borrowers that they remain responsible for the balance granted a conditional discharge, including any credit balance refunded, until/unless a final discharge is granted.

If the non-disabled borrower is unable to maintain the status of the Consolidation loan as it was when the conditional discharge was granted, the lender must ensure that no change in status occurs. This may be accomplished by the receipt of borrower payments or the application of deferment, forbearance or administrative forbearance.

If the guarantor determines the borrower does not meet the eligibility criteria for partial discharge, the guarantor notifies the lender with the reason(s) for the ineligible determination.

The lender notifies the borrower who applied for discharge that the request for discharge has been denied, the reason(s) for the denial, and that repayment of the full Consolidation loan amount resumes immediately.

The lender returns the full amount reimbursed to the guarantor as a repurchase transaction.

Loans Held by Guarantors:

The guarantor receives the Loan Discharge Application: TPD form submitted by the borrower or the borrower’s representative.

The guarantor reviews the Loan Discharge Application: TPD to determine if the borrower meets the eligibility criteria.

If the guarantor determines the borrower does not meet the eligibility criteria for partial discharge, the guarantor must notify the borrower who applied for discharge that the request has been denied, the reason(s) for the denial and that repayment of the full Consolidation loan amount resumes immediately.

The guarantor forwards the Loan Discharge Application: Total and Permanent Disability form and the Request for Reimbursement form to the CDD Unit for conditional discharge monitoring.

04/22/2004 revision
• If there is an outstanding balance remaining on the Consolidation loan after the financial adjustments have been made, the guarantor continues to service the balance of the Consolidation loan with only the non-disabled borrower being held responsible for repayment during the conditional discharge period.

• If the financial adjustments or the application of payments received during the period of conditional discharge result in the Consolidation loan being paid in full, the guarantor must not notify the borrowers that the Consolidation loan is paid in full. The guarantor may only notify the borrower that the loan is paid in full upon notification of final discharge approval from the Department. The guarantor must notify the borrowers that no payments are due currently pending final discharge determination.

• If the financial adjustments or the application of payments received during the period of conditional discharge result in the Consolidation loan having a credit balance, the guarantor refunds the credit balance to the borrowers and notifies the borrowers that they remain responsible for the balance granted a conditional discharge, including any credit balance refunded, until/unless a final discharge is granted.

• If the non-disabled borrower is unable to maintain the status of the Consolidation loan as it was when the conditional discharge was granted, the guarantor must ensure that no change in status occurs. This means the guarantor may not implement AWG, withhold income taxes, or negatively change credit bureau reporting during the conditional discharge period.

• If the Department of Education does not approve the conditional or final partial discharge or the borrower loses eligibility for partial TPD discharge:

  • The guarantor reverses the financial adjustments previously made and places the full amount back into repayment with the portion of the Consolidation loan that did not meet the discharge eligibility criteria.

  • The guarantor notifies the borrower who applied for discharge that the request for discharge has been denied, the reason(s) for the denial, and that repayment of the discharged amount has been added back into the balance of the Consolidation loan.

  • No interest that accrued on the amount granted the conditional discharge during the period of conditional discharge is added to the borrowers’ Consolidation loan balance or billed to the borrowers.
1. **Situation:** At the time that a loan holder submits the TPD application and the VA documentation to the guaranty agency, the procedures require them to also file a TPD claim with the guaranty agency.

Questions:

1. Why would a claim be filed at this point in time, prior to a determination being made? Wouldn’t it make more sense to wait until the determination has been made by the Department and then have the guaranty agency request that the lender file a claim?

A1. According to guidance provided in DCL GEN-09-07, if “…the VA documentation indicates that the borrower is eligible for a TPD discharge, the holder must then submit the application and VA documentation to the guaranty agency. At the same time the FFEL lender should file a TPD claim with the guaranty agency”. This procedure was adopted by ED directly from the VA-TPD Q&A submitted by the TPD workgroup in November 2008. Our goal is to move this process along and not leave disabled veterans in limbo (like the current conditional discharge process) until ED gets around to rendering a final decision. We have reiterated to ED the need to not jeopardize the federal reinsurance agreement and they have been receptive to our concerns. Should the guarantor community realize that the new Veterans Disability Discharge Unit is unable to turn this documentation around in a timely manner, the TPD workgroup in conjunction with NCHELP will discuss further with ED.

2. How can the lender have the borrower in a claim status AND in a cease collection activity at the same time? (Q & A #6 of the DCL GEN-09-07 indicates the loan holder must suspend collection activity of the loan during this period, but if the request is DENIED, the loan is considered to have been in forbearance during this period.)

A2. “How” is dependent on a servicer’s individual system but this is no different from any other (non-VA) disability claim. If the guarantor does not pay the claim, it is returned to the loan holder who then applies an administrative forbearance and returns the loan to servicing. The VA aspect of this claim type should have no operational impact on that process.

3. The claim amount is to include payments made after the effective date of the VA disability. However, in #6 of Section III, it indicates, “If the documentation provided by the borrower does not include an effective date, the Department will obtain the
effective date from the VA and provide that information to the
guaranty agency.” That would mean that the claim would have
already been filed without knowing the effective date, and the
amount of the claim would not include any payments made after
that “unknown” date? How does the original claim amount get
adjusted?

A3. In the absence of specific guidelines, this will be a trading partner
issue and guarantors will have flexibility in how this is handled. It is hoped
that the volume of VA-based TPD claims that do not have a readily
apparent effective date of disability will be so small that a guarantor can
resolve the issue with a trading partner via e-mail or fax so that any
necessary adjustments can be made prior to claim payment. Some
agencies, however, may elect to make adjustments to the original claim
payment amount after the fact in the form of a supplemental claim.

4. Even if the effective date of the VA disability is known and
payments were made after the effective date, how can the
lender file a claim for more than what is on its system? Would
they have to back out the payments? If it is then denied, the
payments would have to go back up on the system?

A4. Those familiar with the TPD claim process prior to conditional
discharge will recognize that this guidance is not without precedent. The
lender must calculate the principal balance as of the effective date of the
grant of disability by the VA by adding back to principal the amount
applied to principal from payments received on or after that date. The
lender must increase the principal amount of the claim based on that
calculation. The lender may request interest for the period represented by
payments that will be subsequently returned to the sender upon receipt of
the claim payment. This interest should not be capitalized, but treated as
accrued interest by adjusting the interest-paid-through date to reflect
removal of the payments that will be returned to the sender. Lenders are
not required to adjust interest that has been capitalized.

5. How will the lender apply for the additional interest that has
accrued during the period of time that the determination is being
made?

A5. The lender will not need to “apply” for interest that accrues during
the time that a determination is being made. Guarantors pay all accrued
interest for processing time up to the date of claim payment. Nothing in
the VA-based TPD procedures changes that.

6. How will that additional interest be submitted to the guaranty
agency to be included in the claim payment?

A6. See A5 above.
7. How will the lender adjust the claim submitted balance if they need to return payments applied after the effective date of the VA disability determination?
A7. See A3 and A4 above.

2. Situation: Oftentimes, it isn’t learned that the borrower qualifies for a TPD until after a final claim has been filed by the lender.

For purposes of this situation, the TPD workgroup assumes “final claim” means a default claim and reference to “maximum timeframes” refers to regulatory deadlines for claim payment. In other words, we assume these questions are based on a scenario in which TPD eligibility is not learned until after submittal of a default claim to the guarantor.

Questions:
1. Given this scenario, what impact will that have on the maximum claim payment timeframe that is imposed on the guaranty agency (i.e., maximum timeframe from date of submission of final claim to date of claim payment to lender)?
A1. Absent regulatory guidelines, guarantors may maintain the flexibility to continue processing default claims that “convert” to a specialty claim type in the same manner as they have in the past.

2. Will the guaranty agency be released from any maximum timeframe for payment of this type of claim?
A2. Nothing in the VA-based TPD procedures changes regulatory deadlines for claim processing by guarantors.

3. Can the Department provide the guarantors with an indication of the duration of time they anticipate it will take for them to make a determination of the borrower’s eligibility?
A3. ED has indicated in informal conversations that the determination can be made within 45 days. However, their timeframes are never mandated in regulatory or DCL language. See also A1 under Situation #1.

4. If the borrower is in default when they apply for a VA TPD, should the guarantor cease collection activity? Does that mean that the guarantor should inactivate treasury offset? SSI?
A4. Nothing in the VA-based TPD procedures changes post-default collection requirements (or the cessation thereof) for guarantors.
3. **Situation:** Procedures provided by the Department indicate that a new NSLDS code is being developed for this claim type and further state until that occurs, loans should be reported as code “DI” for non-defaulted loans and “DS” for defaulted loans.

**Question:**
1. Will there be a new claim type developed for this type of TPD, or, will we continue to use the current TPD claim type?
   **A1.** The decision has been made that a new claim type is not necessary. Guarantors will need to implement sufficient internal controls to insure proper NSLDS reporting.

4. **Situation:** DCL GEN-09-07 does not include information about what entity notifies a non-defaulted borrower that his/her TPD discharge request, based on VA documentation, has been approved.

**Questions:**
1. Should notification to the borrower in these cases align with the “regular” TPD process - guarantor pays the claim to the lender and the lender notifies the borrower that the request was approved?
   **A1.** No. NPRM verbiage published July 23, 2009 (Federal Register/Vol. 74, No.140, page 36562) states that, “[t]he guaranty agency would pay the lender’s disability discharge claim and notify the borrower that the borrower’s obligation to make any further payments on the loan has been discharged.”

**Note:** This issue will likely be raised with the Department as part of the FFEL community’s comments to the NPRM. The community would prefer that the borrower notification process mirror current TPD procedures in which the lender provides all borrower correspondence.

2. If the documentation is denied by the Department will the Department be specific in advising the guarantor of the denial reason for purposes of conveying that information to the borrower?
   **A2.** This issue was discussed during the negotiated rulemaking sessions earlier this year and the Department has agreed that denial reasons will be provided. However, Department procedures are not spelled out in regulatory or DCL language.
5. **Situation:** Discharge due to VA TPD does not preclude the borrower from receiving loans after the date of discharge.

Guidance in DCL GEN-09-07 states that “a borrower who has received a discharge of a prior loan based on a VA disability determination may receive a new Perkins, FFEL, or Direct Loan program loan in accordance with the eligibility requirements in 34 CFR 674.9(g)(1) and (2), 34 CFR 682.201(a)(6)(i) and (ii), and 34 CFR 685.200(a)(1)(iv)(A), respectively. These sections do not afford the borrower carte blanche to continue taking out loans and seeking discharge. The borrower must secure certification from a physician that the borrower is “able to engage in substantial gainful activity” and must acknowledge that any loan taken out in the future “cannot be discharged in the future on the basis of any impairment present when the new loan is made, unless that impairment substantially deteriorates”.

**Questions:**
1. Does that mean the borrower can just keep receiving loans to later have them discharged?

2. Would the borrower have to submit subsequent documentation?
   - A2. See general note above.

3. If not, does the lender submit them as claims and the guarantor assigns them to the Department?
   - A3. See general note above.

6. **Situation:** Borrower is already in an approved conditional discharge status.

**Questions:**
1. Can the borrower have their conditional discharge converted to a final discharge if they submit the required documentation?

2. If so, should that documentation be forwarded by the borrower directly to the Department?
   - A2. Yes. The Department is the loan holder during the conditional discharge process.

7. **Miscellaneous Questions:**
1. To clarify, when sending the application and VA documents to the Department, the guarantor would only be sending copies of the application and VA documents, not the originals?
   A1. Correct. DCL GEN-09-07, Section III #4 states that a copy of the TPD application and VA documentation must be sent to the Department.

2. Will there be a contact person (name) of someone to call for questions concerning the approval or denial of the VA disability discharge?
   A2. DCL GEN-09-07 indicates that submission questions should be directed to the Department’s Veterans Disability Discharge Unit by phone at (404) 562-6012, by fax at (404) 562-6059, or by e-mail to FSAAAtlantaContracts@ed.gov. When calling, request the Veterans Disability Discharge Unit. When faxing or e-mailing, include “RE: Veterans Disability Discharge” in the subject line.

3. In what format will guarantors be notified of the borrower’s eligibility for Discharge and the effective date that should be used (i.e. letter, email, etc.)?
   A3. Guarantors that have received such confirmation of eligibility have received the decision via e-mail.

4. Why would we implement an entirely new process for reviewing a VA disability when the process could be made to mirror the already existing TPD claim processing?
   A4. Statute requires that these discharges be expedited while still allowing the Department the latitude to incorporate sufficient protections to insure against fraud. As the decision of disability is already being made by one federal agency, this population of borrowers is not required to go through additional ED steps. Anything short of an immediate discharge could be seen as a disservice to veterans.

5. Instead of the GA contacting VA for review, why couldn’t we process the claim as we currently do, and have CDDU coordinate the VA review and determination?
   A5. See A4 above.
**Federal Family Education Loan Program**

**Default Aversion Assistance Request Form**

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**I. DEFAULT AVERTION INFORMATION**

1. Default Aversion Type 2. Request Dt

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**II. BORROWER INFORMATION**

3. Social Security # 4. Name (Last, First, MI) 5. AKA

6. Address 7. Valid? 8. Address Effective Date


16. E-mail Address

18. Code 19. OSD

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**III. REFERENCE INFORMATION**

20a. Name 20b. Name

21a. Address 21b. Address


26a. Other # ( ) 27a. Valid? 26b. Other # ( ) 27b. Valid?

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**IV. LOAN INFORMATION**

**A. LOAN-LEVEL INFORMATION**


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**B. ACCOUNT-LEVEL INFORMATION**

35. Pmt Due Dt 36. $ Pmt Amt 37. Last Pmt Dt 38. $ Last Pmt Amt 39. $ Amt Delinq 40. # Days Delinq

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**C. DEFERMENT AND FORBEARANCE INFORMATION**

41. AC 42. EH 43. MO 44. NO 45. PL 46. TE 47. UE 48. WM

49. AP 50. IR 51. MR 52. PC 53. TD 54. TS 55. UN 56. FS

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**V. ENDORSER/COMAKER/PLUS STUDENT (E/C/S) INFORMATION**


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**VI. LENDER/SERVICER INFORMATION**

50. Lender ID 51. Servicer ID

52. Lender/Servicer Name 53. Lender/Servicer Address

54. Borrower Contact 55. Contact's # ( ) 56. Prepared By 57. Preparer's # ( )

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Guarantor Identification

02/10 47659
Instructions for Completing Default Aversion Assistance Request Form

This form is designed to be used as a request for default aversion assistance. All loans included on the Default Aversion Assistance Request Form (DAAR) must have the same loan type, due date, and interest-paid-through date. When completing this form, print or type all information and complete all fields. Use the chart in the Common Manual titled “Information to be Provided for Default Aversion Assistance Request Form” to identify which fields are required and provide the requested information; for fields where the information is not available (or not applicable), complete alpha or numeric code with a “NA” and fill numeric/date fields with zeroes. All date fields must be completed with numerics in MM/DD/YYYY format. Address/phone “Valid” fields must be completed with a “Y” for “yes” or an “N” for “no”; indicate “Y” unless the information is known to be invalid. If the number of loans on the DAAR requires more space than is provided, attach a separate DAAR Form with the following information completed: Section II (Social Security Number and Name), Section IV (all of Part A), and Section V (if applicable).

I. DEFAULT AVERTION INFORMATION:
1. Default Aversion Type:
   - SK - Skip assistance request to be used only for an account not otherwise eligible for default aversion assistance (if this assistance is offered by the guarantor).
   - DF - Default avarion assistance request for a borrower delinquent on monthly payments.
   - DO - Default aversion assistance request for a borrower delinquent on payments due less frequently than monthly.
2. Request Dt: Enter the date the DAAR Form was generated.

II. BORROWER INFORMATION:
3. Social Security #: Provide the borrower’s social security number (Do not submit a DAAR Form without a social security number).
4. Name (Last, First, MI): Provide the borrower’s last name, first name, and middle initial.
5. AKA: Provide previous or alternative name(s) used by the borrower (e.g., maiden name).
6. Address 1: Provide the borrower’s last-known complete address (apartment #, box #, street address, city, state, and zip code plus four); indicate the validity of the address by entering a “Y” or an “N” in the appropriate field. Use “Y” unless the information is known to be invalid.
7. Address Effective Date: Provide the date the lender first became aware of the valid address. Required only when reporting a valid address.
8. Home #, Other #, and Valid?: Provide the home phone #, work phone #, and/or other phone # (including area code) for the borrower, if any or all are available. Indicate the validity of each number by entering a “Y” or an “N” in the appropriate field. If no number is available, enter “NA” in the number field. If it has been verified that the borrower does not have a phone, enter “Y” in the validity field. If it has not been verified that there is no phone for the borrower, enter “N” in the validity field.
9. Employer: Provide the name, phone #, and address of the borrower’s place of employment, if known.
10. E-mail Address: Provide borrower’s current e-mail address (optional).
11. Last School Attended: Provide the name of the last-known eligible school attended by the borrower or attended by the student for a PLUS loan.
12. Code: Provide the six- or eight-digit Department of Education code of the last-known eligible school attended by the borrower.

III. REFERENCE INFORMATION:
26. Name: In 20a. and 20b., provide the last name, first name, and middle initial of two references (preferably from the borrower’s most recent application or exit interview information).
27. Address 1: Provide the complete address (including city, state, and zip) for each reference; indicate the validity of the address by entering a “Y” or an “N” in 22a. and 22b. Use “Y” unless the information is known to be invalid.
28. Relationship: In 23a. and 23b., provide the relationship to the borrower using the following codes: E = employer, F = friend, G = guardian, O = other, P = parent, R = relative, S = sibling, M = spouse, or N = not available.
29. Home #, Other #, and Valid?: In 24a. and 24b., provide the home phone # (including area code) for each reference. Indicate the validity of the number by entering a “Y” or an “N” in 24a. and 25b. If no number is available, enter “NA” in the number field. If it has been verified that the reference does not have a phone, enter “Y” in the validity field. If it has not been verified that there is no phone for the reference, enter “N” in the validity field.
30. Other # and Valid?: In 26a. and 26b., provide another phone # (including area code) for each reference (e.g., place of employment). Indicate the validity of the number by entering a “Y” or an “N” in 27a. and 27b. If no number is available, enter “NA” in the number field. If it has been verified that the reference does not have another phone, enter “Y” in the validity field. If it has not been verified that there is no phone for the reference, enter “N” in the validity field.

IV. LOAN INFORMATION:
A. LOAN-LEVEL INFORMATION:
31. Loan Type: Provide the loan type for each loan listed using the following codes: SF = Subsidized Stafford (including non-subsidized disbursed prior to 10/92); SU = Unsubsidized Stafford; PL = PLUS; GB = Graduate PLUS; SL = SLIS; CL = Consolidation. If the borrower is delinquent on more than one type of loan, a separate DAAR Form must be submitted for each type of loan.
32. Loan ID: Provide previous or alternative name(s) used by the borrower (e.g., maiden name).
33. Dt Loan Sold: For each loan that has been purchased from another lender, provide the date the loan was purchased. If the loan was not purchased from another lender, enter zeroes.
34. Code Key: Provide the Department of Education code of the last-known eligible school attended by the borrower or attended by the student for a PLUS loan.
35. Pmt Due Dt: Provide the date on which the current servicer assumed responsibility for servicing the loan, as applicable. If the loan is not being serviced, enter zeroes.
36. $ Pmt Amt: Provide the total amount the borrower was past due (including late charges) when the DAAR Form was generated.
37. Last Pmt Dt: Provide the date of the most recent payment. If the account is being serviced, provide the servicer’s address; if there is no servicer, provide the lender’s address.
38. $ Last Pmt Amt: Provide the amount of the most recent payment.
39. $ Amt Delinq: Provide the total amount the borrower was past due (including late charges) when the DAAR Form was generated.
40. # Days Delinq: Provide the number of days delinquent when the DAAR Form was generated.

B. ACCOUNT-LEVEL INFORMATION:
41. Code: Provide the six- or eight-digit Department of Education code of the last-known complete address (apartment #, box #, street address, city, state, and zip code plus four); indicate the validity of the address by entering a “Y” or an “N” in the appropriate field. Use “Y” unless the information is known to be invalid.
42. Loan ID: Provide the loan identifier code, file number, guarantee number, or guarantee amount, as required by the guarantor of the loan(s).
43. 1st Disb Dt: For each loan listed, provide the date of the first disbursement, as specified in the lender’s records.
44. E/C/S Name: Provide the last name, first name, and middle initial of any endorser, co-maker, or PLUS student for each loan(s) listed. If an endorser or co-maker exists on a PLUS student; indicate the validity of the address by entering a “Y” or an “N” in the appropriate field. Use “Y” unless the information is known to be invalid.
45. Social Security #: Provide the borrower’s social security number (Do not submit a DAAR Form without a social security number).
46. $ Accrued Int: Provide the total amount of accrued interest charges that have been calculated and for which the borrower is responsible.
47. $ Last Pmt Amt: Provide the amount of the most recent payment.
48. # Days Delinq: Provide the number of days delinquent when the DAAR Form was generated.

C. DEFERMENT AND FORBEARANCE INFORMATION:
49. Home #, Other #, and Valid?: Provide the home phone # (including area code) for each reference (e.g., place of employment). Indicate the validity of the number by entering a “Y” or an “N” in 27a. and 27b. If no number is available, enter “NA” in the number field. Use “Y” unless the information is known to be invalid.
50. $ Amt Delinq: Provide the total amount the borrower was past due (including late charges) when the DAAR Form was generated.
51. # Days Delinq: Provide the number of days delinquent when the DAAR Form was generated.

V. ENDORSER/COMAKER/PLUS STUDENT (E/C/S) INFORMATION:
52. Loan ID: Repeat the applicable Loan ID from field 28.
53. Code: Provide “E” if the individual listed is an endorser; “C” if the individual listed is a co-maker; “S” if the individual listed is a PLUS student.
54. E/C/S Name: Provide the last name, first name, and middle initial of the endorser, co-maker, or PLUS student for each loan(s) listed. If an endorser or co-maker exists on a PLUS loan, list both the endorser or co-maker and the PLUS student information.
55. Social Security #: Provide the social security number for the endorser, co-maker, or PLUS student, as applicable.
56. Address and Valid?: Provide the last-known complete address (apartment #, box #, street address, city, state, and zip code plus four) for the endorser, co-maker, or PLUS student, as applicable.

VI. LENDER/SERVICER INFORMATION:
57. Lender ID: Provide the six-digit Department of Education lender code and, as applicable, the four-digit non-Department of Education suffix of the lender or the current holder.
58. Servicer: If the account is being serviced, provide the six-digit Department of Education servicer code.
59. Lender/Service Name: If the account is being serviced, provide the servicer’s name; if there is no servicer, provide the lender’s name.
60. Lender/Service Address: If the account is being serviced, provide the servicer’s address; if there is no servicer, provide the lender’s address.
61. Servicer Code: Provide previous or alternative name(s) used by the servicer (e.g., maiden name).
62. Loan ID: Provide the loan identifier code, file number, guarantee number, or guarantee amount, as required by the guarantor of the loan(s).
63. Social Security #: Provide the borrower’s social security number (Do not submit a DAAR Form without a social security number).
64. Address and Valid?: Provide the last-known complete address (apartment #, box #, street address, city, state, and zip code plus four) for the endorser, co-maker, or PLUS student, as applicable.

02/10 47659
# Federal Family Education Loan Program

**Claim Form**

## I. CLAIM INFORMATION

1. Claim Type
2. DCO
3. Claim Review Type

## II. BORROWER INFORMATION

4. Social Security #
5. Name (Last, First, MI)
6. AKA
7. Address
8. Valid?
9. Home # ( )
10. Valid?
11. Other # ( )
12. Valid?
13. Work # ( )
14. Valid?
15. Employer
16. E-mail Address

## III. LOAN INFORMATION

17. Loan Type
18. Loan ID
19. 1st Disb Dt
20a. $ Curr Prin Bal
20b. $ Unpd Fee/Int
21. Dt Loan Sold
22. Dt Servicer Resp
23. Int Rate/Type/Interest
24. $ Uninsured

## IV. ENDORSER/COMAKER/PLUS STUDENT (E/C/S) INFORMATION

25. Loan ID
26. E/C/S Code, ID #
27. E/C/S Name
28. Social Security #
29. Address
30. Valid?
31. Home #
32. Valid?

## V. CONVERSION TO REPAYMENT INFORMATION

33. OSD
34. Notification Dt
35. Repayment Change?
36. 1st Pmt Due Dt

## VI. REPAYMENT INFORMATION

37a. $ Total Borrower Pmts
38. # Mnth Pmts
39. # Mnth Del/Forb
40. # Mnth Violation
41. # Events
42. # Reconv Mnths
43. Pmt Due Dt
37b. $ DI Refund

## VII. REQUESTED CLAIM AMOUNT

44. Total Amount Disb/Repurchased
45. Capitalized Int
46. Prin Repaid
47. Prin Used for Int Claimed
48. Cure Int Capitalized
49. Prin Claimed
50. Int-Paid-Through Dt
51. Int Claimed as of
52. Unpaid Cure Int not Capitalized
53. Other Charges Claimed

## VIII. LENDER/SERVICER INFORMATION AND CERTIFICATION

54. Lender ID
55. Servicer ID
56. Lender/Servicer Name
57. Lender/Servicer Address

58. Prepared By
59. Preparer's # ( )

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**Guarantor Identification**

02/10 47660

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**BY SUBMITTING THIS CLAIM TO THE GUARANTOR FOR REIMBURSEMENT, THE LENDER/HOLDER CERTIFIES, TO THE BEST OF ITS KNOWLEDGE, THAT THE INFORMATION IN THIS CLAIM IS TRUE AND ACCURATE AND THAT THE LOAN(S) INCLUDED IN THE CLAIM WAS (WERE) MADE, DISBURSED (INCLUDING REMITTANCE OF ORIGINATION FEES) AND SERVICED IN COMPLIANCE WITH ALL FEDERAL REGULATIONS AND APPROPRIATE GUARANTOR RULES. SHOULD THE GUARANTOR DETERMINE THAT THE LOAN(S) WAS (WERE) NOT SERVICED IN COMPLIANCE WITH FEDERAL REGULATIONS AND APPROPRIATE GUARANTOR RULES, AND SUCH NON-COMPLIANCE RESULTS IN THE GUARANTOR'S INABILITY TO COLLECT FROM THE BORROWER OR IN THE GUARANTOR'S INELEGIBILITY FOR FEDERAL REINSURANCE ON THE LOAN(S), THE LENDER/HOLDER AGREES TO REPURCHASE SUCH LOAN(S) OR REFUND THE AMOUNT OF THE REINSURANCE LOSS IF REQUIRED BY THE GUARANTOR. FOR VALUE RECEIVED THE LENDER/HOLDER HEREBY ASSIGNS ALL RIGHTS, TITLE, AND INTEREST IN THE LOAN(S) LISTED IN SECTION III OF THIS FORM TO THE GUARANTOR, OR ITS SUCCESSOR.**

02/10 47660
### IX. Collection History (the 270-day period prior to default date)

60. Borrower's Social Security #

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61. Borrower/Comaker(s) Endorser(s)

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### X. INCOME BASED REPAYMENT

62. Loan ID 63. Standard - 64. Permanent - 65. 25-Year Forgiveness 66. # Qualifying 67. IBR Start Dt 68. # Days HRD Def

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Instructions for Completing Claim Form

This form is to be used to submit a request for claim reimbursement to the guarantor. All loans included on the Claim Form must have the same loan type, due date, interest-paid through date, claim review status, and lender ID. (Note: Some guarantors may require separate claims for subsidized and unsubsidized Stafford loans, and/or for loans with different interest rates.) When completing this form, print or type all information and complete all fields. Use the chart in the Common Manual titled “Information to be Provided for Claim Form” to identify which fields are required and provide the requested information; for fields where the information is not available (or not applicable), complete alpha fields with ‘NA’ and fill numeric/date fields with zeroes. All data fields must be completed with ‘NA’ for ‘n/a’ and fill numeric/date fields with zeroes. All data fields must be completed with a ‘Y’ for yes or an ‘N’ for no; indicate ‘Y’ unless the information is known to be invalid. No claim may be submitted for an amount less than fifty dollars ($50.00). If the number of claimed loans requires more space than is provided, attach a separate Claim Form with the following information completed: Section II (social security number and name) and Section III (all applicable loan information).

Note: Order of claim documentation will not be a reason for returning a claim to the lender. However, confusing or conflicting documentation may require claim return for lender clarification. All supporting documentation not required for claim submission must be retained by the lender in accordance with federal regulations.

I. CLAIM INFORMATION:

1. Claim Type: Provide the appropriate claim type code from the following key:
   BC Bankruptcy (Chapter 12 or 13)
   BH Bankruptcy (with hardship petition or adversary complaint)
   CS Closed School
   DB Default (reached prior to borrower's bankruptcy filing)
   DE Death
   DF Default (failure to make monthly payments)
   DI Disability (total and permanent)
   DQ Default (failure to make quarterly or less frequent than monthly payments)
   DU Abbreviated Cure
   FC False Certification
   ID Identity Theft
   IN Ineligible (borrower or other responsible party is determined not eligible for the loan)
   INL Ineligible (borrower or other responsible party is determined not eligible for the loan – must be accompanied by Claim Form Addendum–Ineligible Borrower/Identity Theft and documentation of conviction of the crime of identity theft and, if applicable, documentation of conviction of fraud or plea of nolo contendere).
   2. DDO: Date Condition Occurred is defined by the Claim Type indicated in field 1. Provide the corresponding month, day, and year as follows:
   If Claim Type is “BC” (Bankruptcy – Chapter 12 or 13), provide the date the Notice of First Meeting of Creditors or other acceptable evidence of the bankruptcy action, or the date the guarantor advised you to file a claim.
   If Claim Type is “BH” (Bankruptcy – with hardship petition or adversary complaint), provide the date you received the petition for undue hardship (or advisory complaint), or the date the guarantor advised you to file a claim.
   If Claim Type is “CS” (Closed School), provide the date you received the statement from the borrower certifying eligibility for a Closed School discharge or the date the guarantor advised you to file a claim.
   If Claim Type is “DB” (Default – reached prior to borrower's bankruptcy filing), provide the due date of the borrower's first unmet installment.
   If Claim Type is “DE” (Death), provide the date of the first disbursement.
   If Claim Type is “DF” (Default – failure to make monthly installments), provide the due date of the borrower’s first unmet installment.
   If Claim Type is “DI” (Disability – total and permanent), provide the date you received official notification that the borrower’s physician certified the borrower to be totally and permanently disabled.
   If Claim Type is “DQ” (Default – failure to make quarterly or less frequent than monthly installments), provide the due date of the borrower’s first unmet installment.
   If Claim Type is “DU” (Abbreviated Cure – ICA/location cure), provide the due date of the borrower's first unmet installment that resulted in the original default.
   If Claim Type is “FC” (False Certification), provide the due date you received the statement from the borrower certifying eligibility for a False Certification discharge or the date the guarantor advised you to file a claim.
   If Claim Type is “ID” (Identity Theft), provide the date you received documentation of conviction of the crime of identity theft.
   If Claim Type is “IN” (Ineligible – borrower or other responsible party is determined not eligible for the loan), provide the date you determined or were notified of the borrower’s or other responsible party's ineligibility.

3. Claim Review Type: Provide one of the following numeric codes to indicate the Claim Review Type for which you currently qualify:
   "1" Exceptional Performer Status – Expedited claim review
   "2" Standard Review Status – Regular claim review
   "3" Program Review Status – Monitored claim review

II. BORROWER INFORMATION:

4. Social Security #: Provide the borrower’s social security number (do not submit a Claim Form without a social security number).
5. Name (Last, First, MI): Provide the borrower’s last name, first name, and middle initial.
6. AKA: Provide previous or alternative name(s) used by borrower (e.g., maiden name).
7-8. Address and Valid?: Provide the borrower’s last known complete address (apartment number, box number, street address, city, state, and zip code plus four); indicate the validity of the address by entering a “Y” or an “N” in the appropriate field. Use “Y” unless the information is known to be invalid.
9-14. Home #, Other #, Work #, and Valid?: For each eligible loan, provide separately (with “/” between) the amount of unpaid origination fee and unpaid capitalized interest included in the principal balance on the date claimed. For CS, DE, FC, or ID claims, provide zeroes.
9-14. Home/Other/Work # and Valid?: Provide the home phone number, work phone number, and/or other phone number (including area code) for the borrower, if any or all are available. Indicate the validity of each number by entering a “Y” or an “N” in the appropriate field. If no number is available, provide zeroes in the number field. If it has been verified that the borrower does not have a phone, enter “Y” in the validity field. If it has not been verified that there is no phone for the borrower, enter “N” in the validity field.
15. Employer: Provide the name, phone number and address of the borrower’s place of employment, if known.
16. E-Mail Address: Provide borrower’s current e-mail address (optional).

III. LOAN INFORMATION: For each loan included in this claim, provide the requested information.

17. Loan Type: For each loan listed, provide the loan type using one of the following codes: SF = Subsidized Stafford (including non-subsidized disbursed prior to 10/92); SU = Unsubsidized Stafford; PL = PLUS; GB = Graduate PLUS; SL = SLS; CL = Consolidation. A separate Claim Form must be submitted for each loan type. Note: Subsidized and unsubsidized Stafford loans that have been combined into one repayment schedule may be combined into one claim, subject to guarantor requirement.
18. Loan ID: For each loan listed, provide the loan identifier code, file number, guarantee date, or guarantee amount, as required by the guarantor of the loan(s).
19. 1st Disb Date: For each loan listed, provide the date of the first disbursement.
20. $ Curr Prin Bal: For each loan, provide the current principal balance (including all insured and uninsured capitalized interest) due on the date claimed.
21. $ Undp Fee/Int: For each eligible loan, provide separately (with “/” between) the amount of unpaid origination fee and unpaid capitalized interest included in the principal balance on the date claimed. For CS, DE, FC, or ID claims, provide zeroes.
22. DL Loan ID: For each loan that has been purchased for collection, provide the date the loan was purchased. If the loan was not purchased from another lender, enter zeroes.
23. Dt Servicer Resp: For each loan, provide the date on which the current servicer assumed responsibility for servicing the loan, as applicable. If the loan is not being serviced, enter zeroes.
24. Int Rate/Type/Conv Dt: For each loan, provide the current interest rate and indicate the type of interest rate by entering the appropriate code: F = Fixed rate; V = Variable rate; B = Adjustable rate (8-10%). Indicate, if applicable, the date the loan was converted as required by HEA 1986 rebate requirements or HEA 1992 rebate requirements. Provide zeroes if the loan was not converted or was not subject to rebate requirements.
25. $ Uninsured Int: For each loan claimed, provide the amount of current interest capitalized and the unpaid cure interest not capitalized that accrued during period(s) the account was out of guarantee (in cure status).

IV. ENDORSER/COMAKER/PLUS STUDENT (EC/S) INFORMATION: Complete this section if any claimed loan either has an endorser or co-maker or is a PLUS loan.
26. Loan ID: Repeat the applicable Loan ID from field 18.
27. E/C/S Code, ID #: Provide “E” if the individual listed is an endorser; “C” if the individual listed is a co-maker; “S” if the individual listed is a PLUS student. Assign each endorser and co-maker a numeric identifier beginning with “1” then “2,” etc. An individual who is an endorser, a co-maker, or both will have a single numeric identifier regardless of the number of loans that individual has endorsed/co-maker.
28. E/C/S Name: For each loan listed, provide the last name, first name, and middle initial of any endorser, co-maker, or PLUS student. If an endorser or co-maker exists on a PLUS loan, list both the endorser or co-maker and the PLUS student information.
29. Social Security #: Provide the social security number for each endorser, co-maker, or PLUS student. Indicate the validity of the address by entering a “Y” or an “N” in the appropriate field. Use “Y” unless the information is known to be invalid.

02/10 47660
V. CONVERSION TO REPAYMENT INFORMATION: Complete this section for all accounts that entered repayment. Data in fields 38 through 43 must only reflect events occurring on or after the date provided in field 36.

37a. Total Borrower Pmts: Provide the total amount of payments made by or on behalf of the borrower (for CS or FC claims, provide principal, interest, and any collection costs paid by the borrower that may be subject to refund, not including payments made by third parties).

37b. DI Refund: For DI claims only, provide the total amount of payments made by or on behalf of the borrower that were received by the lender/servicer after the date the physician certified the total and permanent disability discharge application. Do not complete for DI claims based on a Department of Veterans Affairs (VA) determination of disability.

38. Mnths Pmts: Provide the number of months the due date was advanced by payments made by or on behalf of the borrower. Use the loan with the highest number of months advanced by payments. Do not include payments that did not advance the due date of the borrower's account.

39. Mnths Violation: Determine the number of days the account was out of guarantee (i.e., in cure status and uninsured). Divide the total number of days by 30 and round up. Provide the total number of violation months. Include forbearance periods covering uninsured months.

40. # Mnths Violation: Provide the number of non-contiguous individual periods of default and forbearance granted on this account. (A default or forbearance immediately followed by another default or forbearance may be considered one event or a series of default and/or forbearance periods covering all sequential due dates may be considered one event.) Include all uninsured months, whether a forbearance period was granted or not.

41. Mnths: Provide the number of events listed in field 41 times 3.0 months (90 days); use 2.0 months (60 days) for PLUS, Graduate PLUS, and Consolidated Loans with Add-On Loans:

42. Cure Int Capitalized: Provide (and subtract) the total principal (only) repaid on the borrower's account before and after entering repayment, including any cancellations after disbursement, post-withdrawal return of funds, third party payments, and prepayments to principal. (Not applicable for CS or FC claims that include Stafford, PLUS, Graduate PLUS, SLS loans that have been paid in full as a result of a Consolidation loan.) For DI claims that are based on a Department of Veterans Affairs (VA) determination, do not include payments to principal made after the effective date of the grant of disability by the VA. For repurchased loans (including rehabilitated loans), include only those payments applied to principal following the repurchase or rehabilitation.

43. Used For Int Claimed: Provide the total principal value of the borrower's debt, including insured and uninsured capitalized interest. Interest claimed should be calculated based upon this principal amount.

44. Current Int Capitalized: Provide (and subtract) any capitalized interest amount that is not eligible for claim payment because it accrued during a violation period when the account was out of guarantee. Do not include this amount in field 49 or field 51. (Not applicable for CS or FC claims that include Stafford, PLUS, Graduate PLUS, SLS loans that have been paid in full as a result of a Consolidation loan.)

45. Prin Claimed: Based upon the calculations above, provide the total principal value of the claim.

46. Int-Paid-Through Dt: Provide the date through which interest was last paid. For DI claims that are based on a Department of Veterans Affairs (VA) determination, provide the date through which interest was last paid prior to the effective date of the grant of disability by the VA, unless a subsidized deferment or capitalized interest applied to the claim (s) requires adjustment to a later date. For CS or FC claims that include Stafford, PLUS, Graduate PLUS, SLS loans that have been paid in full as a result of a Consolidation loan, the date will be the date of the consolidation, unless a subsidized deferment applied to the Consolidation loan requires adjustment to a later date.

47. Int Claimed As Of: Provide the date through which interest claimed was accrued and the amount of outstanding accrued insured interest claimed. Do not include any uninsured interest (unpaid cure interest not capitalized) in this field. (For CS or FC claims that include Stafford, PLUS, Graduate PLUS, SLS loans that have been paid in full as a result of a Consolidation loan, provide the amount of interest accrued from the date of consolidation through the date interest was claimed on the amount of the applicable underlying loan(s).

48. Unpaid Cure Int Not Capitalized: Provide the amount of unpaid interest that accrued during period(s) the account was out of guarantee that was not capitalized. (Not applicable for CS or FC claims that include Stafford, PLUS, Graduate PLUS, SLS loans that have been paid in full as a result of a Consolidation loan.)

49. Other Charges Claimed: Provide the amount of any other insured costs incurred by the lender on this account (e.g., guarantor collection cost repurchased or collection costs incurred on CS or FC claims). Do not include late charges.

VIII. LENDER/SERVICER INFORMATION AND CERTIFICATION: With this claim submission, the lender certifies full compliance as indicated in this section of the Claim Form.

50. Lender ID: Provide the six-digit Department of Education lender code and, as applicable, the four-digit non-Department of Education suffix of the lender or the current holder.

51. servicer name: If the account is being serviced, provide the six-digit Department of Education servicer's name.

52. Lender/Servicer Name: If the account is being serviced, provide the servicer's name; if there is no servicer, provide the lender's name.

53. Lender/Servicer Address: If the account is being serviced, provide the servicer's address; if there is no servicer, provide the lender's address.

54. Prepared By: Provide an identifier of the person or unit responsible for answering questions about information provided on this form.

55. Preparer's Phone: Provide the phone number (including area code) where the preparer may be reached.
IX. COLLECTION HISTORY (THE 270-DAY PERIOD PRIOR TO DEFAULT DATE):

60. Borrower’s Social Security #: Provide the borrower’s social security number.

61. Collection History: Provide the month, day, and year (MM/DD/CCYY) of each collection activity. Provide the appropriate Collection Activity Code and/or Skiptracing Activity Code from below. Endorser and/or comaker collection activity, if applicable, must include the numeric identifier assigned to the endorser/comaker in Section IV (e.g., LC2 = letter contact to the endorser or comaker designated “2”). List the collection activity for the comaker who also is an endorser in the Borrower/Comaker section. Note: Even if the address and/or phone number of the borrower or endorser were invalid before the account became delinquent (prior to DCO), provide the date you were notified of the invalid address/phone and any skiptracing performed prior to the delinquency, in order to demonstrate that skip requirements were satisfied. Also, do not complete this section for CS, FC or ID claims. Do not complete this section for DE, DI, BC or BH claims, unless the borrower’s loans were delinquent prior to the DCO. However, for all DE claims, the “DD” collection activity code and corresponding date must be provided. For IN claims, final demand information must be provided; for DU claims, Intensive Collection Activities (ICA) must be provided. NOTE: Provide all activities after day 270 pertinent to the collection of the account.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BL</td>
<td>Date borrower located (for ICA/Location cures only)</td>
</tr>
<tr>
<td>CR</td>
<td>The date on which the payment was reversed due to insufficient funds for one monthly installment (when reporting insufficient funds that includes multiple installments, provide a CR code for each installment)</td>
</tr>
<tr>
<td>DD</td>
<td>Date of death</td>
</tr>
<tr>
<td>DE</td>
<td>Deferment period/post deferment grace period, begin date</td>
</tr>
<tr>
<td>DS</td>
<td>Date disclosure sent (for ICA/Location cures only)</td>
</tr>
<tr>
<td>FB</td>
<td>Forbearance period begin date</td>
</tr>
<tr>
<td>FD</td>
<td>Final demand letter</td>
</tr>
<tr>
<td>FE</td>
<td>Forbearance period end date</td>
</tr>
<tr>
<td>IA</td>
<td>Lender became aware of invalid address for borrower</td>
</tr>
<tr>
<td>IR</td>
<td>Lender became aware of borrower’s incarceration, or lender became aware of borrower’s residence outside a State, Mexico, or Canada, or borrower has no phone service</td>
</tr>
<tr>
<td>IT</td>
<td>Lender became aware that all known phone numbers for borrower are invalid.</td>
</tr>
<tr>
<td>LC</td>
<td>Letter contact with borrower</td>
</tr>
<tr>
<td>LN</td>
<td>Lender approved a deferment or forbearance with ending date prior to lender’s receipt of documentation or adjusted OSD that changes the delinquency</td>
</tr>
<tr>
<td>PC</td>
<td>Lender requested default aversion assistance</td>
</tr>
<tr>
<td>PR</td>
<td>The date on which one monthly installment was satisfied by payment or prepayment (when reporting a payment that includes multiple installments, provide a PR code for each installment)</td>
</tr>
<tr>
<td>TA</td>
<td>Attempted phone contact with borrower</td>
</tr>
<tr>
<td>TC</td>
<td>Phone contact or contact in person with borrower</td>
</tr>
<tr>
<td>TR</td>
<td>Account converted from one servicing system to another</td>
</tr>
<tr>
<td>VA</td>
<td>Lender became aware of valid address for borrower</td>
</tr>
<tr>
<td>VT</td>
<td>Lender became aware of valid phone number for borrower</td>
</tr>
<tr>
<td>SA</td>
<td>Contact attempted with reference or endorser by phone or a reference skiptracing activity</td>
</tr>
<tr>
<td>SD</td>
<td>Contact with Directory Assistance for borrower, endorser, or comaker</td>
</tr>
<tr>
<td>SO</td>
<td>Other skiptracing activity including contact or contact attempt to a relative, individual, borrower, or other entity by phone or letter</td>
</tr>
<tr>
<td>SR</td>
<td>Contact with reference or endorser by phone or letter</td>
</tr>
<tr>
<td>SS</td>
<td>Contact with borrower’s school by phone or letter</td>
</tr>
</tbody>
</table>

Skiptracing Activity Codes (to obtain address/phone number)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SA</td>
<td>Contact attempted with reference or endorser by phone or a reference skiptracing activity</td>
</tr>
<tr>
<td>SD</td>
<td>Contact with Directory Assistance for borrower, endorser, or comaker</td>
</tr>
<tr>
<td>SO</td>
<td>Other skiptracing activity including contact or contact attempt to a relative, individual, borrower, or other entity by phone or letter</td>
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<td>SR</td>
<td>Contact with reference or endorser by phone or letter</td>
</tr>
<tr>
<td>SS</td>
<td>Contact with borrower’s school by phone or letter</td>
</tr>
</tbody>
</table>

X. INCOME BASED REPAYMENT: For each loan included in this claim (NOT including Parent PLUS or Consolidation loans that include Parent PLUS), provide the requested information as applicable. Do not complete this section for CS, DE, FC, ID, or IN claims. Also, do not complete this section for BC, BH, or DI claims for which no first payment due date has been established.

62. Loan ID: For each loan listed, provide the loan identifier code, file number, guarantee date, or guarantee amount, as required by the guarantor of the loan(s).

63. Standard-Standard $: For each loan listed, provide the payment amount calculated when the borrower initially entered repayment based on a 10-year term.

64. Permanent-Standard $: For each loan listed, provide the payment amount calculated immediately preceding entering an Income Based Repayment plan on the loan balance outstanding at the time the loan enters IBR, calculated based on a new 10-year term.

65. 25-Year Forgiveness Begin Dt: For each loan listed, provide the earliest date the 25-year clock can begin for loan forgiveness calculation. This date will be the first qualifying payment date or the date an Economic Hardship deferment began, but no earlier than July 1, 2009.

66. # Qualifying Forgiveness Mnts: For each loan listed, provide the total number of forgiveness months satisfied by qualifying IBR payments and/or Economic Hardship deferment.

67. IBR Start Dt: For each loan listed, provide the date the loan was initially placed in the IBR plan.

68. # Days HRD Def: For each loan listed, provide the number of days the loan was on an Economic Hardship deferment on or after the date in field 67.
Claim Form Addendum-Ineligible Borrower/Identity Theft

I. BORROWER INFORMATION

1. Social Security #
2. Name (Last, First, MI)

II. PERPETRATOR(S) INFORMATION

3. Social Security #
4. Name (Last, First, MI)
5. Address
6. Valid?
7. Home # (      )
8. Valid?
9. Work # (       )
10. Valid?

III. INELIGIBLE BORROWER CLASSIFICATION

11.☐ Borrower Provided False or Erroneous Information
12.☐ Borrower Conviction of Fraud or Plea of Nolo Contendere (additional documentation required; refer to addendum instructions)

IV. IDENTITY THEFT INFORMATION

13. Date of Identity Theft Report
14. Loan Type
15. Loan ID
16. Eligible Pmts
Instructions for Claim form Addendum-Ineligible Borrower/Identity Theft

This form must accompany any Ineligible Borrower (IN) or Identity Theft (ID) claim. When completing this form, print all information and complete all fields. For fields where the information is not available (or not applicable), complete alpha fields with “NA” and complete numeric/date fields with zeroes. All date fields must be completed with numerics in MM/DD/CCYY format. Address/phone “valid” fields must be completed with a “Y” for yes or “N” for no. Indicate “Y” unless the information is known to be invalid.

I. BORROWER INFORMATION:
   1. Social Security #: Provide the borrower’s social security number (do not submit an addendum without a social security number).
   2. Name (Last, First, MI): Provide the borrower’s last name, first name, and middle initial.

II. PERPETRATOR(S) INFORMATION:
   3. Social Security #: Provide the perpetrator’s social security number if available.
   4. Name (Last, First, MI): Provide the perpetrator’s last name, first name, and middle initial.
   5-6. Address and Valid?: Provide the perpetrator’s last known complete address (apartment number, box number, street address, city, state, and zip code plus four); indicate the validity of the address by entering a “Y” or an “N” in the appropriate field. Use “Y” unless the information is known to be invalid.
   7-10. Home #, Work #, and Valid?: Provide the home phone number and work phone number if either or both are available. Indicate the validity of each number by entering a “Y” or an “N” in the appropriate field. If no number is available, enter zeroes in the number field. If it has been verified that the perpetrator does not have a phone, enter “Y” in the validity fields. If it has not been verified that there is no phone for the perpetrator, enter an “N” in the validity field.

III. INELIGIBLE BORROWER CLASSIFICATION:
   11. Borrower Provided False or Erroneous Information: Check this box if there is no victim and no fraud conviction. No information should be provided in Section II.
   12. Borrower Conviction of Fraud or Plea of Nolo Contendere: Check this box if named borrower has either been convicted of fraud or pled nolo contendere. No information should be provided in Section II. Documentation of the conviction or borrower’s plea must be provided.

IV. IDENTITY THEFT INFORMATION:
   13. Date of Identity Theft Report: If you received an identity theft report as defined in section 603(g)(4) of the Fair Credit Reporting Act (15 U.S.C. 1681a), provide the date your institution received the report. If you did not receive an identity theft report, enter “NA”.
   14-15. Loan Type and Loan ID: For each loan listed in Section III of the accompanying Claim Form, provide the loan type and loan id per Claim Form instructions.
   16. Eligible Pmts: For each loan, provide the amount of payments made by or on behalf of the borrower (include principal, interest, and any collection costs paid) that were received by the loan holder during the life of the loan.
Federal Family Education Loan Program
Supplemental Claim Form

I. BORROWER INFORMATION

1. Social Security #
2. Name (Last, First, MI)

II. LOAN INFORMATION

3. Loan Type
4. Loan ID
5. Int Rate/Type

III. CLAIM PAYMENT INFORMATION

6. $ Prin Paid
7. $ Int Paid
8. # Days Int Paid
9. Claim Pmt Dt
10. Int-Paid-Through Dt

IV. REQUESTED SUPPLEMENTAL CLAIM AMOUNT

11. $ Prin Increase $ ____________________
12. $ Int Increase + $ ____________________
13. $ Total Increase = $ ____________________

V. REASON FOR SUPPLEMENTAL CLAIM REQUEST

Check the appropriate supplemental claim reason and provide supporting documentation in accordance with the instructions.

A. Due Diligence Error Incorrectly Cited

14. ☐ DL (Letters) 1  2  3  4  5  15. ☐ LD (Final Demand)
16. ☐ DK (Phone Skip)
17. ☐ DA (Phone) 1  2  3  4
18. ☐ DP (No DAAR)
19. ☐ DT (Address Skip)
20. ☐ DC (Late DAAR)

B. Error in Interest Calculation

22. ☐ IM ____________________________ (Correct number of days)
23. ☐ IN ____________________________ (Date returned claim received) ____________________________ (Date claim resubmitted)
24. ☐ IP ____________________________ (Correct Int-Paid-Through Dt)

C. Miscellaneous

25. ☐ MF
26. ☐ MT
27. ☐ MO

D. Comments

________________________________________________________________________

________________________________________________________________________

VI. LENDER/SERVICER INFORMATION AND CERTIFICATION

28. Lender ID
29. Servicer ID
30. Lender/Servicer Name
31. Lender/Servicer Address

32. Prepared By
33. Preparer’s # ( )

BY SUBMITTING THIS SUPPLEMENTAL CLAIM TO THE GUARANTOR FOR REIMBURSEMENT, THE LENDER/HOLDER CERTIFIES, TO THE BEST OF ITS KNOWLEDGE, THAT THE INFORMATION IN THE SUPPLEMENTAL CLAIM IS TRUE AND ACCURATE. SUBMISSION ALSO MAKES THIS SUPPLEMENTAL CLAIM A PART OF THE TOTAL CLAIM FILED ON THE BORROWER’S LOAN(S) NAMED IN SECTION II. AS SUCH, THE LENDER/HOLDER AGREES TO INCLUDE IN ANY REPURCHASE OR REFUND OF REINSURANCE ON THE INITIAL CLAIM THE AMOUNT PAID ON THIS SUPPLEMENTAL CLAIM. LIKEWISE, ALL RIGHTS, TITLE, AND INTEREST IN THE LOAN(S) LISTED IN SECTION II ARE RETAINED BY THE GUARANTOR OR ITS SUCCESSOR APPLICABLE TO EACH LOAN.
Instructions for Completing Supplemental Claim Form

This form is to be used to submit a request for increase in the amount of claim payment to the guarantor. When completing this form, print or type all information and complete all applicable fields. Use the chart in the Common Manual titled “Information to be Provided on the Supplemental Claim Form” to identify which fields are required and provide the requested information; for fields where the information is not available (or applicable), complete alpha fields with “NA” and fill numeric/date fields with zeroes. All date fields must be completed with numerics in MM/DD/CCYY format. No supplemental claim may be submitted for an amount less than fifty dollars ($50.00). If the number of claimed loans requires more space than is provided, attach a separate Supplemental Claim Form with only Sections I and II completed.

I. BORROWER INFORMATION:
   1. Social Security #: Provide the borrower’s social security number (do not submit a Supplemental Claim Form without a social security number).
   2. Name (Last, First, MI): Provide the borrower's last name, first name, and middle initial.

II. LOAN INFORMATION:
   3. Loan Type: For each loan listed, provide the loan type using one of the following codes: SF = Subsidized Stafford (including non-subsidized disbursed prior to 10/92); SU = Unsubsidized Stafford; PL = PLUS; GB = Graduate PLUS; SL = SLS; CL = Consolidation. A separate Supplemental Claim Form must be submitted for each loan type. Note: Subsidized and unsubsidized Stafford loans that have been combined into one repayment schedule may be combined into one supplemental claim, subject to guarantor requirement.
   4. Loan ID: For each loan listed, provide the loan identifier code, file number, guarantee date, or guarantee amount, as required by the guarantor of the loan(s).
   5. Int Rate/Type: For each loan listed, provide the current interest rate and indicate the type of interest rate by entering the appropriate code: F = Fixed rate; V = Variable rate; B = Adjustable rate (8-10%).

III. CLAIM PAYMENT INFORMATION:
   6. $ Prin Paid: Provide the amount of principal paid by the guarantor.
   7. $ Int Paid: Provide the amount of interest paid by the guarantor.
   8. # Days Int Paid: Provide the number of days of interest paid by the guarantor (i.e., calculate the number of days between item 10 and the last date through which the guarantor paid accrued interest).
   9. Claim Pmt Dt: Provide the date the claim payment was received.
   10. Int-Paid-Through Dt: Provide the date submitted on the claim form through which interest was last paid.

IV. REQUESTED SUPPLEMENTAL CLAIM AMOUNT:
   11. $ Prin Increase: Provide the amount of principal that was underpaid.
   12. $ Int Increase: Provide the amount of interest that was underpaid.
   13. $ Total Increase: Provide the total value of the supplemental claim (the sum of item 11 and 12).

V. REASON FOR SUPPLEMENTAL CLAIM REQUEST:
   A. Due Diligence Error Incorrectly Cited
      14. DL: An interest penalty was incorrectly cited for missing letters. Supporting documentation: Applicable servicing and/or payment history.
      15. LD: An interest penalty was incorrectly cited for a missing final demand letter. Supporting documentation: Applicable servicing and/or payment history.
      16. DK: An interest penalty was incorrectly cited for untimely and/or omitted telephone skip tracing activities. Supporting documentation: Applicable servicing and/or payment history.
      17. DA: An interest penalty was incorrectly cited for an untimely and/or omitted diligent effort to contact the borrower by telephone. Supporting documentation: Applicable servicing and/or payment history.
      18. DP: An interest penalty was incorrectly cited for a missing default aversion assistance request. Supporting documentation: Copy of a default aversion assistance request acknowledgment or other documentation acceptable to the guarantor (e.g., signed hard-copy list of borrowers from a tape).
      19. DT: An interest penalty was incorrectly cited for untimely and/or omitted address skip tracing activities. Supporting documentation: Applicable servicing and/or payment history.
      20. DC: An interest penalty was incorrectly cited for a late default aversion assistance request. Supporting documentation: Copy of a default aversion assistance request acknowledgment or other documentation acceptable to the guarantor (e.g., a signed hard-copy list of borrowers from a tape).
      21. DO: Other due diligence errors were incorrectly cited. Supporting documentation: Applicable servicing and/or payment history or other loan document.

   B. Error in Interest Calculation
      22. IM: The number of days of interest paid was calculated incorrectly by the guarantor. Provide the correct number of days of interest that should have been paid on the claim.
      23. IN: The return time frame was calculated incorrectly. Provide the date the lender received the returned claim package, and the resubmission date for the return time frame in dispute. Provide supporting documentation.
      24. IP: An incorrect interest-paid-through date was used to calculate the claim payment amount. Provide the correct interest-paid-through date.

   C. Miscellaneous
      25. MF: Incorrect information was provided on the original claim form. Supporting documentation: Applicable servicing and/or payment history or other loan document.
      26. MT: A timely filing violation is being appealed. Supporting documentation: Applicable servicing and/or payment history.
      27. MO: Other miscellaneous supplemental request reasons. Supporting documentation: Applicable servicing and/or payment history or other loan document.

   D. Comments: Provide explanation of request as necessary.

VI. LENDER/SERVICER INFORMATION AND CERTIFICATION:
   28. Lender ID: Provide the six-digit Department of Education lender code and, as applicable, the four-digit non-Department of Education suffix of the lender or the current holder.
   29. Servicer ID: If the account is being serviced, provide the six-digit Department of Education servicer code.
   30. Lender/Servicer Name: If the account is being serviced, provide the servicer’s name; if there is no servicer, provide the lender’s name.
   31. Lender/Servicer Address: If the account is being serviced, provide the servicer’s address; if there is no servicer, provide the lender's address.
   32. Prepared By: Provide the name of the person or unit responsible for answering questions about information provided on this form.
   33. Preparer’s #: Provide the phone number (including area code) where the preparer may be reached.
# Request for Reimbursement Due to Partial Discharge of a Federal Consolidation Loan

(TO BE COMPLETED BY LOAN HOLDER/SERVICER)

## Section I: Discharge Information

1. Reason Type: 
   - Closed School (CS)
   - Death (DE)
   - Disability (DI)
   - False Certification (FC)

2. DCO: ____________________

## Section II: Borrower / Co-Maker / Dependent Student Information

3. Borrower Name: ____________________  SSN: ____________________

4. Co-Maker Name: ____________________  SSN: ____________________

5. Dependent Student Name: ____________________  SSN: ____________________

## Section III: Federal Consolidation Loan Information

6. Loan ID

7. 1st Disb Date

8. Principal

9. Interest Rate/Type

<table>
<thead>
<tr>
<th>Loan ID</th>
<th>1st Disb Date</th>
<th>Principal</th>
<th>Interest Rate/Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$_________</td>
<td>__________________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$_________</td>
<td>__________________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$_________</td>
<td>__________________</td>
</tr>
</tbody>
</table>

Total: $_________

10. Proration Rate __________________%

## Section IV: Underlying Loan Information

11. Loan Type

12. 1st Disb Date

<table>
<thead>
<tr>
<th>Loan Type</th>
<th>1st Disb Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>a.</td>
</tr>
<tr>
<td>b.</td>
<td>b.</td>
</tr>
<tr>
<td>c.</td>
<td>c.</td>
</tr>
<tr>
<td>d.</td>
<td>d.</td>
</tr>
</tbody>
</table>

13. Amount Requested: $_________

(Multiply Total of # 8 by # 10)


15. Int Claimed as of: $_________

16. Total Amount Requested: $_________

17. Eligible Payments: $_________

18. Reimbursement Amount Requested: $_________

## Section V: Amount Requested

## Section VI: Lender Information

BY SUBMITTING THIS DOCUMENT TO THE GUARANTOR, THE LENDER/HOLDER CERTIFIES, TO THE BEST OF ITS KNOWLEDGE, THE INFORMATION IN THIS DOCUMENT IS TRUE AND ACCURATE.

19. Lender ID: ____________________

20. Servicer ID: ____________________

21. Lender/Servicer Name/Address: ____________________

22. Prepared by: ____________________

23. Preparer’s # (_______) ____________________

Required Documentation:
- **Closed School (CS)** = School Closure Loan Discharge Application
- **Death (DE)** = Original or Certified Copy of Death Certificate
- **Disability (DI)** = Total and Permanent Disability Loan Discharge Application
- **False Certification (FC)** = False Certification Loan Discharge Application

05/11/07
Instructions for Reimbursement Due to Partial Discharge of a Federal Consolidation Loan

Use this form only if you are requesting reimbursement for the partial discharge of a Federal Consolidation loan due to the death of a dependent student for whom a PLUS loan was received and later consolidated, the death or total and permanent disability of one of two borrowers on a spousal Federal Consolidation loan, or the discharge of an underlying loan(s) due to a closed school or false certification situation. All date fields must be completed with numerics in MM/DD/CCYY format. If all the loans consolidated are eligible for discharge, you must file a request for discharge with the guarantor using the Claim Form.

I. DISCHARGE INFORMATION
1. Reason Type: Select the appropriate reason for partial discharge: Closed School (CS) / Death (DE) / Disability (DI) / False Certification (FC).
2. DCO: Date Condition Occurred is defined by the Reason Type indicated in Field 1. Provide the corresponding month, day, and year as follows:
   - If Reason Type is “CS” (Closed School), provide the date you received the statement from the borrower certifying eligibility for a Closed School discharge or the date the guarantor advised you to file a claim.
   - If Reason Type is “DE” (Death), provide the date you received official notification of the death of the borrower or, if applicable, the student.
   - If Reason Type is “DI” (Disability – total and permanent), provide the date you received official notification that the borrower’s physician certified the borrower to be totally and permanently disabled.
   - If Reason Type is “FC” (False Certification), provide the date you received the statement from the borrower certifying eligibility for a False Certification discharge or the date the guarantor advised you to file a claim.

II. BORROWER/CO-MAKER/DEPENDENT STUDENT INFORMATION
3. Borrower Name/SSN: Provide the last name, first name, middle initial and Social Security Number of the borrower identified on your system to which the Federal Consolidation loan was made.
4. Co-Maker Name/SSN: Provide the last name, first name, middle initial and Social Security Number of the co-maker to whom the Federal Consolidation loan was made, if applicable.
5. Dependent Student Name/SSN: Provide the last name, first name, middle initial and Social Security Number of the dependent student on the underlying PLUS loan(s), if applicable.

III. FEDERAL CONSOLIDATION LOAN INFORMATION
6. Loan ID: Provide the loan identifier code, file number, guarantee date, or guarantee amount, as required by the guarantor of the loan.
7. 1st Disb Date: Provide the date of the first disbursement.
8. Principal: If the date of death or disability is on or after the date of consolidation, enter the total amount of principal outstanding on the Federal Consolidation loan as of the date the borrower or student died or the date the borrower became unable to work and earn money. If the date of disability is prior to the date of consolidation, or the request Reason Type is CS or FC, enter the total amount paid by the consolidation lender to the prior holder(s) for all underlying loans. Total the principal amounts.
9. Interest Rate/Type: Provide the current interest rate and indicate the type of interest rate by entering the appropriate code: F = fixed rate; V = variable rate.
10. Proration Rate: Enter the result of dividing the total amount paid at consolidation on the underlying loan(s) eligible for discharge by the total amount of all loans consolidated, calculated to the 4th decimal place.

IV. UNDERLYING LOAN INFORMATION
Provide the Loan Type and 1st Disbursement Date for each underlying loan that is requested for discharge. If the number of loans exceeds the space provided, attach a separate Request for Reimbursement Due to Partial Discharge of a Federal Consolidation Loan form with Section II (borrower/dependent student information) and Section IV (underlying loan information) completed.

11. Loan Type: For each loan listed, provide the loan type using one of the following codes:
   - SS Subsidized Federal Stafford Loans
   - DSS Direct Subsidized Stafford Loans
   - US Unsubsidized and Nonsubsidized Federal Stafford Loans
   - DUS Direct Unsubsidized Stafford Loans
   - SLS Federal Supplemental Loans for Students (formerly Auxiliary Loans to Assist Student (ALAS) and Student PLUS Loans)
   - PERK Federal Perkins Loans formerly National Defense/National Service Loans (NDSL)
   - HPSL Health Professions Student Loans, including Loans for Disadvantaged Students
   - HEAL Health Education Assistance Loans
   - FISL Federal Insured Student Loans
   - PLUS Federal PLUS (parent) Loans
   - DPLUS Direct PLUS Loans
   - SCON Subsidized Federal Consolidation Loans
   - DSCON Direct Subsidized Consolidation Loans
   - GB Federal PLUS Loans (for graduate/professional students)
   - UCN Unsubsidized Federal Consolidation Loans
   - DUCN Direct Unsubsidized Consolidation Loan
   - NSL Federal Nursing Loans

12. 1st Disb Date: Provide the date of the first disbursement for each underlying loan listed in this Section.

V. AMOUNT REQUESTED
13. Amount Requested: Provide the principal amount requested for reimbursement by multiplying the total amount in field 8, Principal, by field 10, Proration Rate.
14. Int-Paid-Through Dt: If the date of death or disability is on or after consolidation, provide the date of death or disability. If the date of disability is prior to consolidation, or if the request Reason Type is CS or FC, provide the date of the consolidation. (Note: If a subsidized deferment has been applied to the Federal Consolidation loan, the Interest Paid Through Date may need to be adjusted.)
15. Int Claimed as Of: Provide the date through which interest requested was accrued and the amount of interest accrued as follows:
   - For a date of death or disability on or after consolidation, calculate from the date of death or disability through the date interest was requested on the amount of the applicable underlying loan(s). For a date of disability prior to consolidation or for a request Reason Type of CS or FC, calculate from the date of consolidation through the date interest was requested on the amount of the applicable underlying loan(s). (Note: If a subsidized deferment has been applied to the Federal Consolidation loan, adjust the interest claimed as of amount to exclude this interest.)
   - Eligible Payments: For request Reason Types CS and FC, provide the total amount of all payments made by or on behalf of the borrower that were applied to the eligible underlying loan(s), prior to consolidation, if known. For request Reason Type DI, provide the total amount of all payments made by or on behalf of the borrower and received by the lender on or after the date of disability, but prior to the date of the Federal Consolidation loan, which were applied to the underlying loan(s) eligible for discharge, if known.
18. Reimbursement Amount Requested: Enter total reimbursement amount requested; calculated by adding amounts in fields 16 and 17.

VI. LENDER INFORMATION
19. Lender ID: Provide the six-digit Department of Education lender code and, as applicable, the four-digit non-Department of Education suffix of the lender or the current holder.
20. Servicer ID: If the account is being serviced, provide the six-digit Department of Education servicer code.
21. Lender/Servicer Name/Address: If the account is being serviced, provide the servicer’s name and address. If there is no servicer, provide the lender’s name and address.
22. Prepared By: Provide the name of the person or unit responsible for answering questions about information provided on this form.
23. Preparer’s #: Provide the phone number (including area code) where the preparer may be reached.

05/11/07