

APPLICATION FOR TALENT DEVELOPMENT INCENTIVE LOAN PROGRAM (TDIL PROGRAM)

SCHOOL/LENDER INFORMATION

Southern Utah University, Loan Collections, 351 West University Blvd, BB207D, Cedar City,
Utah 84720

BORROWER APPLICATION INFORMATION

I, the undersigned, hereby certify that the information I provide in this Application is true and correct in all material respects.

1. Name (last, first, middle initial) and Permanent Address:

2. Social Security Number: _____

3. SUU T# Number: _____

4. Date of Birth (mm-dd-yyyy): _____

5. Driver's License State and Number: _____

6. Email Address: _____

7. Area Code/Telephone Number: _____

8. I acknowledge that I have successfully completed at least 12 credit hours (full time) of course work, for two terms, at an institution of higher education. (Note: to qualify for a loan under the TDIL Program, you must have completed at least one term, if you are seeking an Associate's Degree, and at least two terms, if you are seeking a Bachelor's Degree): Yes No

List the institution's name: _____

9. Confirm whether you are (or will be) enrolled as a full-time student (i.e., at least 12 credit hours) at Southern Utah University for the academic term to which you are requesting a loan under the TDIL Program: Yes No.

10. Identify the Southern Utah University academic year for which you are requesting a loan under the TDIL Program: _____

11. I have previously received a loan pursuant to the TDIL Program, whether at Southern Utah University or another Utah System of Higher Education institution (list the first academic term your TDIL Program loan was received): _____

12. I declare that I am pursuing, or intend to pursue, one of the following qualifying degrees (check the box which applies) (with respect to each, a “Qualifying Degree”):

- Computer and Information Sciences, General
- Information Technology
- Information Sciences / Studies
- Computer Science
- Computer Systems Networking and Telecommunications
- Computer and Information Systems Security / Information Assurance
- Management Information Systems, General

13. Before SUU releases loan funding to me under the TDIL Program, I must be enrolled full time, for classes within the qualifying degree program.

14. I further declare that it is my intent to work in one of the following qualifying jobs in Utah after graduation, as required by the TDIL Program (check all that apply) (with respect to each, a “Qualifying Job”):

- Software Developer, Applications
- Management Analyst
- Computer Systems Analyst
- Computer and Information Systems Manager
- Network and Computer Systems Administrator

Borrower's Signature: _____

Today's Date (mm-dd-yyyy): _____

Print Borrower's Name: _____

TALENT DEVELOPMENT INCENTIVE LOAN PROGRAM TERMS & CONDITIONS

The foregoing represent the terms and conditions (the “Terms”) to which the undersigned Southern Utah University student (hereafter, “you,” “your”) will be subject upon your receipt of any loan from Southern Utah University to you under the State of Utah Talent Development Incentive Loan Program (the “TDIL Program” or the “Program”), created by Utah Code §§ 53B-10-202 et. seq., as amended (the “TDILP Act”), and further subject to Utah Board of Regents Rule 765-615, as amended.

- 1. Promissory Notes.** For each disbursement to you under the TDIL Program, you must execute an interest bearing promissory note (each, a “Note”) reflecting the amount to be loaned to you under the Program for that academic term, a form of which Note is attached hereto as Attachment A.
 - a. Amounts loaned to you under the Program will not exceed the maximum amounts allowable under the Program, as specified in the TDILP Act, rules and regulations adopted by the Utah Board of Regents under the statute, including R615, and all applicable Southern Utah University policies.
 - b. Specific amounts loaned to you will be set forth on Attachment A, of the applicable Note.
 - c. Under each Note, the principal amount that you owe, and are required to repay, will be the sum of all disbursements that are made plus any unpaid interest that begins accruing on the principal amounts you receive under that Note, as of the Interest Effective Date (defined in Section 4, below).
 - d. Each Note that is subject to these Terms is separately enforceable based on a true and exact copy of that Note. At or before the time of the first disbursement subject to that Note, you will receive a disclosure statement identifying the amount of the loan and additional terms of the loan, referred to as a Truth in Lending Act Disclosure (a “TILA Disclosure”). The TILA Disclosure contains important additional information, and is hereby incorporated into these Terms.
 - e. Southern Utah University may use a loan servicer to handle billing and other communications related to your obligations under the Note.
- 2. Certifications.** Under penalty of perjury, you hereby certify as follows:
 - a. All information I provided to Southern Utah University in connection with the TDIL Program, as updated by me from time to time, is true, complete, and correct to the best of my knowledge and belief, and is provided in good faith.
 - b. The loan amount I have requested does not exceed the cost of resident tuition, student fees and books for the number of credit hours in which I will be enrolled, with respect to the academic term for which I will receive the loan.

- c. I meet all of the qualifying criteria as specified in the TDILP Act and Board of Regents Policy R615 and agree to remain qualified for any academic term for which I receive funding from the Program.
 - d. I have never been convicted of, nor have I pled nolo contendere (no contest) or guilty to, a crime involving fraud in obtaining funds under a program authorized under Title IV of the Higher Education Act of 1965, as amended, including by way of example the Federal Pell Grant, FSEOG, ACG, SMART Grant, Leveraging Educational Assistance Partnership Grant, Teacher Education Assistance for College and Higher Education (TEACH) Grant, Federal Work-Study (FWS), Federal Perkins Loan, Direct Loan, and FFEL programs.
- 3. Authorizations.** With respect to each loan request you submit to Southern Utah University under the TDIL Program, you hereby authorize Southern Utah University (directly, or through its authorized agents and/or contractors):
- a. To confirm your eligibility (or continuing eligibility) under the Program;
 - b. To credit any amounts loaned to you under the TDIL Program to your student account at Southern Utah University;
 - c. To investigate your credit record, and to report information about your loan status to persons and organizations permitted by law to receive that information;
 - d. To share information relating to your participation in the TDIL Program with State of Utah departments, agencies, units or institutions of higher education;
 - e. To verify, with Federal and other Utah State agencies, information you report in connection with the TDIL Program; and
 - f. To contact you regarding your Program loan requests and loans, including repayment of your loans, at any cellular telephone number you provide now or in the future, using automated dialing equipment or artificial or prerecorded voice or text messages.
- 4. Interest.** Each Note will bear interest at the rate of five percent (5%) per annum, which interest will begin to accrue upon expiration of all applicable grace and deferment periods, the terms of which periods are specifically described in Section 7, below (the “Interest Effective Date”).
- 5. Note Repayment.** You will pay to SUU all loan amounts disbursed under each Note, plus interest and other charges and fees that may become due as provided in that Note or these Terms, unless the loan subject to the Note is forgiven as required by the TDIL Program and specifically described in these Terms.
- a. Your monthly obligations for payment of principal and interest under each Note will commence upon expiration of the grace period described in Section 7, below (Automatic Grace Period), *unless*, and to the extent, such payment obligations are subject to a deferment or forbearance period specified in Section 7 (Loan Deferment, Grace Period and Forbearance), in which event your payment

obligations will commence upon the expiration of all applicable deferment and forbearance periods.

- b. You must repay the full amount of the loans made under each Note, plus all interest and other fees accruing under that Note, unless your payment obligations under that Note are forgiven, as specifically provided, below. You will repay each Note, including principal and accrued but unpaid interest and other fees, if any, in monthly installments for 84 months from and after the date on which the Note becomes payable, with minimum monthly payments of \$40.00.
- c. Payments are due and payable on the first day of each month. The exact amount of the monthly installments which must be made will be set forth in the TILA Disclosure and/or those notices SUU will send to you during the grace period described in Section 7, below. Generally, Note payments will be applied first to collection costs and fees that are due, then to late charges, then to accrued but unpaid interest, and finally to the principal amount of the Note.
- d. If you fail to make a payment when due and payable under the Note, you will also pay reasonable collection costs and fees, including but not limited to attorney fees, court costs, and other fees. If you seek loan forgiveness pursuant to these Terms, you agree to provide information as requested and cooperate with SUU to establish that you qualify for loan forgiveness.
- e. You may prepay all or any part of the unpaid balance on your Note at any time without penalty. SUU will determine how to apply the prepayment in accordance with the law. After you have repaid in full a loan made under a Note, SUU will send you a written confirmation telling you that you have paid off the loan subject to that Note.

6. Loan Forgiveness.

- a. For purposes of these Terms and each Note issued hereunder, entitled “Loan Forgiveness”, the following terms have the meanings indicated:
 - i. “*Qualifying Job*” means one of the qualifying jobs specifically identified by the Governor’s Office of Economic Development (“GOED”), as contemplated by the TDILP Act, either as of the date you receive a loan under the TDIL Program, or as of any future relevant date (for example, upon your graduation from Southern Utah University or the period during which you are employed in a job that might qualify you for loan forgiveness).
 - ii. “*Qualifying Degree*” means one of the associate’s or bachelor’s degrees that qualifies you to work at a Qualifying Job, as designated from time to time by GOED, as contemplated by the TDILP Act.

- b. As more specifically provided in these Terms, you will be *eligible* for loan forgiveness under the TDIL Program provided you have satisfied each of the following two conditions:
 - i. You have earned a Qualifying Degree within six (6) years after your first TDIL Program loan disbursement—whether that first disbursement is from Southern Utah University or another Utah System of Higher Education institution, irrespective of any grace or forbearance periods applicable to you, **and**
 - ii. Within one year after your graduation, you have obtained full-time employment in a Qualifying Job.

Assuming you have satisfied both conditions above, ***for each consecutive twelve (12) month period*** following your graduation, and during which you work in a Qualifying Job while a Utah resident, SUU will forgive ***all repayment obligations*** you have with respect to the Note(s) you executed in a single academic year (including both principal and interest payment obligations that have accrued under the Notes), beginning with the academic year for which you borrowed the highest aggregate loan amount.

- c. Assuming you have graduated with a Qualifying Degree within six (6) years after your first TDIL Program disbursement (whether at Southern Utah University or another Utah System of Higher Education institution) and, within one year after your graduation you obtain employment, but ***not in a Qualifying Job***, SUU, in its sole and absolute discretion, may determine that your job is sufficiently related to your Qualifying Degree that SUU will forgive all repayment obligations you have with respect to Note(s) you executed in a single academic year for ***each consecutive twelve (12) month period*** during which you work in that job while a Utah resident. In other words, the TDILP Act grants SUU limited discretion to waive the requirement that you obtain employment in a Qualifying Job in order to be entitled to forgiveness of Note repayment obligations.
- d. SUU, in its sole and absolute discretion, also may forgive a portion or all of your Note repayment obligations for circumstances of prolonged financial hardship, death, or total and permanent disability, to the extent properly documented.
- e. If you desire forgiveness from your loan repayment obligations, as detailed herein, you must provide SUU with the information and documentation requested by SUU, and otherwise cooperate with SUU to establish that you qualify for loan forgiveness pursuant to the TDILP Act, Board of Regents Policy R615, and any other University implementing rules and regulations as well as these Terms.

7. Loan Deferment, Grace Period and Forbearance

- a. Deferment. All of your repayment obligations under the Notes automatically will be in deferment for those periods during which any of the following circumstances exist:
 - i. Any academic term during which you are enrolled as a student at least one-half-time (i.e., at least 6 credit hours) at an institution of higher education recognized by the U.S. Department of Education's National Student Loan Data System (in each case, an "NSLDS Institution").
 - ii. That period following your graduation with a Qualifying Degree during which you are a Utah resident and remain continuously employed in a Qualifying Job (or a job deemed by Southern Utah University as sufficiently related to your Qualifying Degree, in its sole discretion), as long as you obtained this employment within twelve (12) months after you earned a Qualifying Degree, and you earned that Qualifying Degree within six (6) years after your first loan disbursement under the TDIL Program— whether at Southern Utah University or another Utah System of Higher Education institution.
- b. Automatic Grace Period. All of your repayment obligations under the Notes will be suspended for a period of twelve (12) months beginning as of the date on which you are no longer enrolled at an NSLDS Institution for at least one-half time (i.e., at least six (6) credit hours), including as a consequence of your graduation or withdrawal.
- c. Discretionary Forbearance. You may request a forbearance of your payment obligations under the conditions, and pursuant to the application process, designated by SUU from time to time. Forbearance shall be in SUU's sole discretion. During the forbearance period, interest will continue to accrue on each Note. Such accrued interest will be added to the balance of that Note upon the expiration of the forbearance. Forbearance may be considered by SUU if you establish, to SUU's reasonable satisfaction, that you are financially unable to make the required payments because you are:
 - i. Suffering from prolonged illness, injury or disability which significantly limits or precludes your gainful employment;
 - ii. Engaged in religious, community, or government service without, or at nominal, compensation;
 - iii. Unemployed despite the exercise of reasonable diligence to secure suitable employment; or
 - iv. The victim of other extraordinary circumstances beyond your reasonable control, and under which a continued obligation of repayment would create a severe personal hardship.

Forbearance may also be granted, without regard to your financial status as required by law, for active military service. You agree to promptly notify SUU, in writing, as soon as those conditions for which you received forbearance no longer exist. Forbearance is only effective upon notice in writing from SUU that a forbearance has been granted. Forbearance of your payment obligations might be subject to periodic review to permit SUU to determine whether those conditions for which you received forbearance continue to exist.

8. Late Charges, Collection Costs and Fees

- a. SUU may collect from you:
 - i. A late charge of 20% of any unpaid amount past due, if you do not 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 TDILP Act or any Board of Regents rule, related to the collection of amounts you owe under any Note.
- b. If you default on any payment obligation under a Note, you may be referred to a collection agency, and must pay reasonable collection costs and fees, plus any court costs and reasonable attorney fees.

9. Acceleration and Default

- a. At SUU's option, the entire unpaid balance of a loan made under any Note will become immediately due and payable (this is called "acceleration") if any one of the following events occurs:
 - i. You fail to supply requested information showing you are satisfying the conditions of the TDIL Program;
 - ii. You do not use the loan money solely for permitted educational expenses (tuition, fees and books);
 - iii. You knowingly make a false representation that results in your receiving a loan under the TDIL Program for which you are not eligible; or
 - iv. You breach a material term of any Note or these Terms.
- b. You will be considered in breach of a material term if:
 - i. There is an acceleration of your payment obligations based on Section 9(a)(i),(ii) or (iii), above, and you fail to pay the amounts owed;
 - ii. You do not make an installment payment when due and your failure to make payment continues for at least 120 days; or
 - iii. You do not comply with other material terms of a Note or these Terms, and SUU reasonably concludes that you no longer intend to honor your obligations under the Note or these Terms, as applicable.

- c. If you default on your payment obligations, subject to applicable laws, the default will be reported to nationwide consumer reporting agencies (credit bureaus) and could significantly and adversely affect your credit history. Breach of a material term might also result in SUU exercising one or more of the following remedies: (i) placement of an academic hold on your records to prevent the release of transcripts or diploma and stop any future registration, (ii) referral to an outside collection agency, and (iii) garnishment of your state tax refund through the state's FINDERS program.

10. Information You Must Report to SUU

- a. You must immediately notify SUU about certain changes. Until you graduate or otherwise leave school, you must notify SUU Loan Collections Office if you:
 - i. Change your address or telephone number;
 - ii. Change your name (for example, maiden name to married name);
 - iii. Do not enroll at Southern Utah University;
 - iv. Stop attending school or drop below full-time enrollment (i.e., at least 12 credit hours);
 - v. Transfer from one school to another school; or
 - vi. Are in your final semester prior to your graduation.
- b. Following your graduation, you must also immediately notify SUU Income Accounting and Student Loan Department if you:
 - i. Change your address, telephone number or name (for example, maiden name to married name), particularly if you are no longer a Utah resident as a consequence of this change;
 - ii. Obtain employment following graduation;
 - iii. Change your employer, or your employer's address or telephone number changes prior to payment in full of all Notes; or
 - iv. Have any other change in status that would affect your loan (for example, if you move out of Utah or no longer have a Qualifying Job).
- c. You must schedule an Exit Interview with the Loan Collections Office upon either (a) your graduation or (b) at any time you are no longer enrolled at SUU as a student attending at least half-time (i.e., at least six (6) credit hours). Failure to do so will result in a placement of an academic hold on your records to prevent the release of transcripts or diploma, and will stop any future registration.

11. Miscellaneous.

- a. Governing Law. Provisions of these Terms and each Note subject to these Terms, will be interpreted in accordance with Utah law, including the TDILP Act, Board of Regents Policy R615 and other rules adopted by the Utah Board of Regents under the Act, and applicable University policies, as well as other applicable state or federal laws and regulations. Under applicable state law, except as preempted by federal law, you may have certain borrower rights, remedies, and defenses in addition to those stated in these Terms and the TILA Disclosure.
- b. Legal Notice. Any notice required to be given to you will be effective if it is sent by first-class mail to the most recent address that SUU has for you, by electronic means to an email address you have provided, or by any other method of notification that is permitted or required by applicable law and regulation. You must immediately notify us of a change in your contact information or status.
- c. Waiver; Amendment. SUU’s failure, for any reason, to enforce or insist on compliance with any term of any Note or these Terms, shall not constitute a waiver of any University rights under the Note or these Terms, except by a written waiver executed by a duly authorized University representative. No provision of any Note or these Terms may be amended except by written amendment executed by both you and a duly authorized University representative.
- d. Enforceability. If any provision of these Terms or any Note is determined by a court of competent jurisdiction to be unenforceable under applicable law, the remaining provisions will remain in full force and effect, and the unenforceable provision will be deemed amended to the extent necessary and appropriate to permit that provision to be enforceable under applicable law and to otherwise implement the intent of the parties.
- e. Effect of Signature. Your signature below constitutes your representation and warranty that you have read, understand, and agree to the terms of each Note and these Terms and Conditions, including any attachments.

Borrower's Signature _____

Today's Date (mm-dd-yyyy) _____

Name (Printed): _____

Social Security Number: _____

University Identification Number: u _____

ATTACHMENT A
Southern Utah University
Utah Talent Development Incentive Loan Program
PROMISSORY NOTE

Lender: Southern Utah University	Note Issue Date:
<u>Borrower:</u> <u>SUU T #:</u> <u>Birth Date:</u> <p style="text-align: center;">PLEASE READ THE TERMS OF THIS PROMISSORY NOTE CAREFULLY</p>	<u>Address:</u> <u>Phone #:</u> <u>Soc. Sec. #:</u>

SCHEDULE OF ADVANCES				
This Note represents the total of combined Utah Talent Development Incentive loans, as identified below.				
Use addendum if additional lines are needed.				
Number	Amount of Loan Advanced to Borrower	Total of Loan(s) Advanced to Date	Date	Signature of Borrower
1				
2				
3				
4				
5				

1. Consideration.

I, _____, have received from Southern Utah University (“*SUU*”) value in the amount or amounts set forth in this Promissory Note (the “*Note*”), which I am receiving as a student loan for my Southern Utah University tuition, fees and other educational expenses. The Loan (“*Loan*”) is granted to me pursuant to the Utah Talent Development Incentive Loan Program (the “*Program*”), created by Utah Code §§ 53B-10-202 et. seq., as amended. The Loan is further subject to the Talent Development Incentive Loan Program Terms and Conditions between me and Southern Utah University and dated _____ (the “*Loan Agreement*”), and any and all applicable laws, administrative rules, and SUU policies and procedures. Capitalized terms in this Note, not otherwise specifically defined in this Note, will have the meanings provided for those terms in the Loan Agreement.

2. Promissory Note.

For value received, I promise to pay SUU, or the subsequent holder of this Note, the full amount of the Loan, plus any accrued and unpaid interest on that amount.

SUU and I agree that the following terms apply to this Note, in addition to all other terms and conditions included in the Loan Agreement, which are incorporated in this Note by reference:

- A. Interest Rate.** Interest on the Note will begin to accrue at the expiration of applicable grace and Loan deferment periods, as described in the Loan Agreement (the “Interest Effective Date”), at an annual percentage rate of five percent (5%) on the unpaid balance, accrued monthly. This interest will not be capitalized on the Note principal amount, as provided in the Loan Agreement. In other words, interest will be calculated on the unpaid principal amount only. Prior to the Interest Effective Date, no interest will accrue on this Note.

- B. Repayment.** I must repay SUU the full amount of the Loan, plus interest, over a seven (7) year repayment period, which begins on the date that I no longer qualify for any loan repayment grace, forbearance or deferment period specifically described in the Loan Agreement. Periods of grace, forbearance and deferment are not included as part of the seven (7) year repayment period.

The terms and conditions of repayment shall be set forth in a separate repayment schedule, which is approved by SUU, subject to the Loan Agreement.

- C. Deferment.** Loan repayment is deferred under the conditions described in the Loan Agreement.

- D. Prepayment.** I may, at my option and without penalty, prepay all or any part of this Note at any time. All prepayments will be credited to the unpaid principal and interest balance.

- E. Late Charge.** If I fail to pay all or any part of a scheduled payment when it is due, SUU may assess a late penalty not to exceed twenty percent (20%) of the total amounts due and payable each month, until my payment is current.

- F. Consolidation.** If I receive multiple loans under the Program, at SUU, I may consolidate my loans for purposes of repayment. Each payment I make will be applied to the principal sum of the combined loan amount plus interest, which has accrued on the unpaid balance.

- G. Loan Cancellation.** For each year that a recipient works in a qualifying job in Utah following completion of a qualifying degree, SUU shall waive repayment of the amount of one year of the recipient’s incentive loan. To receive loan cancellation, I must (1) submit a written cancellation request to SUU within sixty (60) days after beginning employment in a Qualifying Job (as defined in the Loan Agreement), confirming that I have met all qualifying criteria described in the Loan Agreement for forgiveness; (2) retain that employment for a period of twelve (12) consecutive months; and (3) after completing twelve (12) consecutive months of employment in the Qualifying Job, submit to SUU a certification form and supporting documentation required by SUU. I understand that if I do not complete each of these steps, I might lose this annual cancellation opportunity. I also understand that if I am employed in a Qualifying Job for less than twelve (12) consecutive months (e.g., ten (10) months), I will not receive a Loan cancellation, and SUU will not pro rate the cancellation amount to match the number of months employed – I must complete a full twelve months of employment to receive a Loan cancellation. If I have loans from multiple Utah System of Higher Education institutions, I may only request one cancellation, for

each such twelve (12) month period of employment in a Qualifying Job, from only one such institution. A new loan cancellation request should be made for each annual cycle for which cancellation is requested.

- H. Acceleration.** If I fail to make a scheduled payment, SUU may accelerate the entire balance of the Loan. If SUU exercises its option to accelerate the Loan, the entire loan balance, including interest and any applicable late charges, fees, and collection costs, will become due and must be paid immediately.
- I. Credit Bureaus.** SUU may report my Loan to the three (3) major credit bureaus from the date of issuance of the Loan. If I fail to pay all or any part of a Loan payment when it is due, SUU may disclose that I have defaulted, along with other relevant information, to the credit bureaus.
- J. Name and Address Changes.** I must promptly inform SUU's Loan Collections Office of any change in name or address after I am no longer a full-time student at SUU.
- K. Exit Interview.** Upon concluding my studies at SUU, ceasing to be enrolled as at least a half time student at SUU (at least 6 credit hours), I must schedule and attend an exit interview with SUU's Loan Collections Office to review my loan and repayment plan.
- L. Tax Liability.** SUU complies with federal and state tax regulations governing any applicable tax liability, tax reporting, and/or withholding of taxes on the Program. I understand that it is my responsibility to consult a tax advisor about any personal tax effects the Program may have on me including, without limitation, any forgiveness of loan amounts.
- M. Waiver.** If I breach any of the terms of this Note, and SUU waives that breach, that waiver does not constitute a waiver by SUU of any other breach or default of the terms of this Note by me. In addition, should SUU delay in enforcing its rights under this Note, such delay does not constitute a waiver of SUU's right to enforce the terms of this Note.

3. Acknowledgment.

I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO READ AND UNDERSTAND THE PROVISIONS OF THIS NOTE AND TO ASK ANY QUESTIONS I MAY HAVE UNTIL I DO UNDERSTAND THE PROVISIONS OF THIS NOTE.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE NOTE AND AGREE TO ABIDE BY THE SAME.

Signature of Borrower

Date Signed

Printed Name of Borrower

LEGAL NOTICES

NOTICE ABOUT SUBSEQUENT LOANS MADE UNDER THESE TERMS

These Terms authorize SUU to make multiple loans to you to pay your educational expenses during the multi-year term of these Terms, upon your request and upon your school's annual certification of your loan eligibility.

For Utah System of Higher Education institutions, including Southern Utah University that are authorized to use the multi-year feature of these Terms and choose to do so, subsequent loans may be made under these Terms for subsequent academic years. At any USHE institution, subsequent loans may be made under these Terms for the same academic year.

GRAMM-LEACH-BLILEY ACT NOTICE

In 1999, Congress enacted the Gramm-Leach-Bliley Act (Public Law 106-102). This Act requires that lenders provide certain information to their customers regarding the collection and use of nonpublic personal information.

SUU discloses nonpublic personal information to third parties only as necessary to process and service your loan and as permitted by the Privacy Act of 1974. See the Privacy Act Notice below. SUU does not sell or otherwise make available any information about you to any third parties for marketing purposes.

SUU protects the security and confidentiality of nonpublic personal information by implementing the following policies and practices. All physical access to the sites where nonpublic personal information is maintained is controlled and monitored by security personnel. Our computer systems offer a high degree of resistance to tampering and circumvention. These systems limit data access to our staff and contract staff on a "need-to-know" basis, and control individual users' ability to access and alter records within the systems. All users of these systems are given a unique user ID with personal identifiers. All interactions by individual users with the systems are recorded.

PRIVACY NOTICE

Participating in the TDIL Program and giving us your Social Security Number 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, or forgiveness), 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.

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 financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. 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 circumstances involving employment complaints, grievances, or disciplinary actions, SUU may disclose relevant records to adjudicate or investigate the issues