

SERVICE CONTRACT

NYS Science, Technology Engineering and Mathematics Incentive Program (Pursuant to Section 669-e of the New York State Education Law)

A. MY OBLIGATIONS AS A NYS SCIENCE, TECHNOLOGY, ENGINEERING AND MATHEMATICS (STEM) INCENTIVE PROGRAM AWARD RECIPIENT

1. I understand and agree that multiple payments may be made to me under this Service Contract and that this Service Contract shall apply to any and all payments of my STEM Incentive Program award.
2. I understand that to receive STEM Incentive Program award payments, I will be required to complete the Free Application for Federal Student Aid (FAFSA) and the NYS Student Aid Payment Application each year unless advised otherwise.
3. I agree to fully comply with all statutes, rules, regulations, and procedures relating to the STEM Incentive Program, as they are now in effect and as they may be amended in the future.
4. I understand that to be eligible for an award, I must, among other eligibility requirements, be enrolled full-time in an approved undergraduate degree program in science, technology, engineering or mathematics at a State University of New York or City University of New York college or university, including community colleges and the statutory or contract colleges at Cornell University or Alfred University, and earn a cumulative grade point average of 2.5 or higher each term after the first semester. I further understand and agree that if I do not earn a grade point average of 2.5 or higher after my first semester and fail to earn a cumulative grade point average of 2.5 or higher at the end of my first year, I will be required to return the award payment received to HESC. I agree to notify HESC if I do not continue my full-time enrollment in an approved undergraduate degree program in science, technology, engineering, or mathematics,
5. I agree to complete an approved undergraduate degree program in science, technology, engineering, or mathematics that will qualify me to obtain employment in an approved field in science, technology, engineering, or mathematics.
6. I agree to work in an approved field of science, technology, engineering, or mathematics within six months from the date of graduation from my undergraduate degree program in science, technology, engineering, or mathematics.
7. I agree to notify HESC if I take a leave of absence from my undergraduate studies, discontinue my undergraduate studies, or am unable to find employment in an approved STEM field within six months of graduation.
8. Upon completion of my undergraduate degree program, I agree to contact the New York State Higher Education Services Corporation, Scholarship Unit at: 99 Washington Ave., Albany, New York, 12255 or by email at scholarships@hesc.ny.gov or as otherwise directed by HESC, to provide information regarding the completion of my degree program and fulfillment of my Service Obligation.
9. **Service Obligation:** I agree to fulfill the required "Service Obligation" by working full-time (at least 35 hours per week) for the duration of five (5) continuous years in an approved occupation in the field of science, technology, engineering, or mathematics in New York State, while also maintaining my New York State residency during those same five (5) years. The five (5) year period will commence no later than six months after graduating from an approved undergraduate program in science, technology, engineering, or mathematics. The five-year required service obligation must be fulfilled, regardless of the number or amount of STEM Incentive Program award payments made on my behalf, even if only one payment was made on my behalf. I understand that under certain circumstances I may be eligible for a deferment of my Service Obligation and must submit a written request for a deferment to HESC for consideration to NYS HESC Scholarship Unit at: 99 Washington Ave., Albany, New York, 12255 or by email at scholarships@hesc.ny.gov.
10. I understand that to fulfill my Service Obligation, I must work in an approved occupation in the field of

science, technology, engineering, or mathematics per the list of approved occupations published annually on HESC's website. I understand that it is my sole responsibility to confirm that an occupation is approved before accepting employment.

11. I agree to cooperate with all requests for documentation to ensure I am meeting my Post-award Service Obligation and I agree to notify HESC immediately if I am terminated from or leave my current position, or otherwise discontinue employment in an approved STEM occupation in New York State.
 12. I agree to report to HESC information as requested regarding my academic progress and/or fulfillment of my Service Obligation. This includes personal information including, at a minimum, my current or permanent address, email address, telephone number, Social Security Number (if applicable) and date of birth. I understand disclosure of my Social Security Number is mandatory. I understand that my failure to timely provide any requested information or documentation may result in the delay, suspension, or revocation of my STEM Incentive Program award or of payment(s) on my behalf.
 13. I will immediately contact HESC to provide current information when there is any change in my name, address, telephone number, email address, employment status, and/or attendance at an institution of postsecondary education at: New York State Higher Education Services Corporation, Scholarship Unit, 99 Washington Ave., Albany, New York 12255, by email at scholarships@hesc.ny.gov, or as otherwise directed by HESC.
 14. I allow and authorize HESC access to any information available on my credit report in its effort to enforce the terms of this Service Contract.
 15. I understand and agree that I will be placed into repayment pursuant to Part B of this Service Contract if I fail to complete an approved undergraduate program in science, technology, engineering, or mathematics within a reasonable period of time as determined by HESC or if I change majors to an undergraduate program other than science, technology, engineering or mathematics. I understand that I may request a deferment of my repayment obligation if I am still enrolled in school.
 16. I understand and agree that I will be placed into repayment pursuant to Part B of this Service Contract if I fail to fulfill my Service Obligation in accordance with the provisions contained in statute, regulations, or this Service Contract.
 17. I understand and agree that I will be placed into repayment pursuant to Part B of this Service Contract if HESC determines that I am no longer able or willing to perform the terms of this Service Contract as described in this Part.
 18. I understand and agree that I will be placed into repayment pursuant to Part B of this Service Contract if I fail to provide any report, documentation, or information to HESC regarding my academic progress and/ or fulfillment of my Service Obligation within the time prescribed by HESC.
 19. **Consent to Disclosure and Communication:** I allow and authorize HESC to share my personal and account information, whether received from me or obtained through other parties or sources, with its agents, business partners, contractors, other State and/or federal agencies, colleges, lenders, servicers, employers, and any other institutions or individuals necessary for the purpose of administering the Program, servicing my award, or collecting my award. I consent to HESC, its agents and/or contractors communicating with me in connection with this Program using any phone number, email address, or by any other current or future means of communication, regardless of whether I incur a cost, that I provide to HESC or that HESC obtains from any other source. I consent to the release of my tax information, including personal income tax returns and return information, filed by me or on my behalf with the New York State Department of Taxation and Finance, for any tax year or tax period necessary to verify my eligibility and/or compliance with the requirements of the STEM incentive program.
- B. FAILURE TO COMPLY WITH THE PROVISIONS OF THE NEW YORK STATE SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS INCENTIVE PROGRAM (NYS EDUCATION LAW §669-e)
1. NON-COMPLIANCE: I understand and agree that if: (a) I fail to complete an approved undergraduate degree program in science, technology, engineering or mathematics or change majors to a program other than in science, technology, engineering or mathematics; (b) I fail to begin or complete my Service Obligation as specified in NYS Education Law §669-e, 8 NYCRR 2201.13, and this Service Contract; (c) I fail to respond to requests by HESC for the status of my academic or professional progress; or (d) I otherwise fail to comply with the terms of the Program specified in NYS Education Law §669-e, 8 NYCRR 2201.13, or this Service

Contract, the full amount of my STEM Incentive Program award, plus interest, will be converted to a ten-year student loan (Loan) on the date I violate the terms of this Service Contract or on the date HESC deems that I was no longer able or willing to perform the terms of this Service Contract as described in Part A. I understand and agree that I must repay such Loan.

2. **LOAN AMOUNT:** I understand and agree that the Loan amount is equal to the sum of all the STEM Incentive Program award payments made on my behalf, plus interest on each payment that was disbursed to my college, as provided by NYS Education Law §669-e (4) and 8 NYCRR 2201.13(f).
3. **PROMISSORY NOTE:** I promise to repay the Loan amount described in Part B.2, plus interest on that amount at the rate designated on this contract as provided by NYS Education Law §669-e and 8 NYCRR 2201.13.
4. **INTEREST:** I understand and agree that I will be charged interest on this Loan at a fixed rate equal to that set by the U.S. Department of Education for Federal undergraduate unsubsidized Stafford loans first disbursed on the date of my signing of this Service Contract and as stated in Part B.3 above. Interest shall accrue from the date of disbursement of each STEM Incentive Program award payment made on my behalf to my college(s). Interest shall be capitalized on the day I violate any term of this Service Contract or on the date HESC deems that I was no longer able or willing to perform any term of this Service Contract as described in Part A. I understand and agree that interest will continue to accrue, at the rate specified herein, from the date I violate any term of this Service Contract or on the date HESC deems that I was no longer able or willing to perform any term of this Service Contract as described in Part A until the amount I am required to repay is paid in full. Interest on this amount shall be calculated using simple interest.
5. **PAYMENT:** I understand and agree that HESC, its agents and/or contractors will notify me, at the last known address maintained by HESC, of the date the first payment, and each subsequent monthly payment, thereafter, shall be due together with the amount of such payments. Payment shall be made to New York State Higher Education Services Corporation, 99 Washington Ave., Albany, New York 12255, Attention: G&S Cashier's Unit, or as otherwise directed by HESC. HESC will apply each payment first to any applicable fees, then to interest, then to principal until the balance I owe is paid in full.
6. **DEFAULT:** I understand and agree that should I fail to make payments when due, in accordance with the notice sent to me by HESC, its agents and/or contractors under this Service Contract and/or the Promissory Note, the remaining balance shall become immediately due and owing, and the State of New York will actively pursue me to collect the debt. This may include, but not be limited to, referral of my account to the New York State Office of the Attorney General.
7. **JURISDICTION:** I agree to the exercise of jurisdiction by the New York Supreme Court 3rd District – Albany County and to the enforcement in any jurisdiction of a judgment rendered by a New York State Court.

C. CANCELLATION, WAIVER OR SUSPENSION OF OBLIGATION

1. Upon receipt of acceptable supporting documentation demonstrating extreme hardship, HESC may, in its discretion, postpone the conversion of a STEM Incentive Program award to a student loan, temporarily suspend repayment of the amount owed, prorate the amount owed commensurate with service completed, discharge the amount owed, or take such other appropriate action. Documentation demonstrating extreme hardship must be mailed to New York State Higher Education Services Corporation, Scholarship Unit, 99 Washington Ave., Albany, New York 12255, emailed to scholarships@hesc.ny.gov or, or as otherwise directed by HESC.
2. In the event of the death of a STEM Incentive Program award recipient, HESC will cancel any remaining service or repayment obligation. To receive a cancellation in the event of my death, an original or a certified copy of the death certificate, or other acceptable documentation, must be mailed to New York State Higher Education Services Corporation, Scholarship Unit, 99 Washington Ave., Albany, New York 12255, emailed to scholarships@hesc.ny.gov or, or as otherwise directed by HESC.

D. SEVERABILITY

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

E. GOVERNING LAW

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

F. PRIVACY POLICY NOTICE

1. Protecting the privacy of your personal information is important to HESC. HESC respects your right to privacy and recognizes the obligation to keep information about you secure and confidential in compliance with State and federal laws; therefore, HESC maintains physical, electronic, and procedural safeguards in compliance with federal and State laws and regulations to safeguard your personal information.
2. For purposes of this Service Contract, the term “personal information” shall mean any information concerning you, which, because of name, number, symbol, mark, or other identifier, can be used to identify you.
3. HESC collects personal information in accordance with the provisions of Articles 13 and 14 of the New York State Education Law and applicable regulations. Sources of such information include, but are not limited to, your postsecondary institution(s).
4. HESC does not disclose any personal information about you to anyone except as permitted by law.
5. HESC restricts access to your personal information to those HESC employees, employees of the New York State Office of the Attorney General, your postsecondary institution(s), contractors and agents, and any other entities or individuals who need to know this information for the administration, service and/or collection of your STEM Incentive Program award.
6. Your personal information is retained in the system of records maintained by HESC. You may access and review such information by filing a Personal Privacy Protection Law (PPPL) request with HESC’s PPPL Compliance Officer at www.hesc.ny.gov/pppl-request, or as otherwise directed by HESC.
7. HESC shall, within 5 business days of the date of the receipt of a proper request to access and review your personal information: (i) provide access to the personal information; (ii) deny access in writing, explaining the reasons therefore; or (iii) acknowledge the receipt of the request in writing, stating the approximate date when the request will be granted or denied, which date shall not be more than 30 days from the date of the acknowledgment.

Award Recipient - By my signature below, I:

A. Agree to the terms of this Service Contract.

B. Certify under penalty of perjury that the representations I have made are true.

C. Certify that I have read this Service Contract and that I fully understand my rights and obligations under this Service Contract.

D. I am aware that this award is applicable for enrollment at the State University of New York (“SUNY”) colleges or universities, City University of New York (“CUNY”) colleges, community colleges, and the statutory or contract colleges at Cornell University or Alfred University as indicated above, and that:

a. If I choose to transfer from my originally selected college or university to another college or university, I agree to notify the NYS Higher Education Services Corporation prior to any transfer and that a transfer will not extend or modify any of the terms of this agreement.

b. In order to maintain eligibility for this award, a transfer can only be made to another SUNY or CUNY college or university, community college, or a statutory or contract college at Cornell University or Alfred University; and

c. I understand that a transfer in full-time enrollment from a SUNY or CUNY college or university, community college, or statutory or contract college at Cornell University or Alfred University to a New York State private college, university, or degree granting institution of higher education will lead to the immediate revocation of the award. The STEM Scholarship is only available to awardees attending a SUNY or CUNY college or university, community college, or statutory or contract college at Cornell University or Alfred University and is not available to students attending a private college or university.

Please provide the following information:

Name of Recipient: _____

Date of Birth: _____

Name of College: _____

Signature of Award Recipient

Date

If you choose to accept the award, a legal signature is required for this Contract. An electronic signature is available and can be used to satisfy this requirement.

Name of Recipient: _____

Permanent Street Address: _____

City, State, and Zip Code: _____

Date of Birth: _____

Name of College: _____

Program of Study: _____

Anticipated Graduation Date: _____

- I accept this award and will sign the Contract electronically
- I decline this award

I agree, and it is my intent to sign this Contract by typing my name, checking the "I Affirm" box, and by electronically submitting this Contract to HESC. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this Affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming under penalty of perjury that the representations I have made are true and that I have read, understand, and agree to all the terms under this Contract.

Please type your First and Last Name.

E-Signature: _____

I understand that this constitutes a legal signature confirming that I acknowledge and agree to the above terms.

I Affirm:

Date and Time Electronically Signed: _____