Non-means-tested Loan Scheme for Post-secondary Students

For Tuition Fee Payments in the 2019/20 Academic Year

Application Guidance Notes

For full-time students pursuing locally-accredited, self-financing post-secondary education programmes

本申請指引備有中文版本[NLSPS/1A(2019)]。如有需要，可於學生資助處網頁(http://www.wfsfaa.gov.hk/sfo/tc/postsecondary/nlsp/application/forms.htm)下載。
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All applications of the Non-means-tested Loan Scheme for Post-secondary Students (NLSPS) for the 2019/20 academic year must be inputted and submitted through “SFO E-link – My Applications” platform (http://ess.wfsfaa.gov.hk). Creation/Login of “MyGovHK” account is required. Applicants are reminded to keep the username and password for future use. If you have already registered with “MyGovHK” and submitted the online application through “SFO E-link – My Applications” in or after the 2014/15 academic year, you have to use the same “MyGovHK” account to log on the service in the 2019/20 academic year.

Application Processing

To ensure that your application could be processed promptly, please submit your application form and all the required supporting documents on or before the deadline. The Student Finance Office (the SFO), Working Family and Student Financial Assistance Agency will accord priority to those applications with complete information upon submission. In addition, if you are requested to submit supplementary information for processing of your application, please adhere to the deadline specified. Otherwise, the processing time of your application may be longer.

Students who have applied for the Financial Assistance Scheme for Post-secondary Students (FASP), a means-tested financial assistance scheme, will be informed of their FASP and NLSPS entitlement simultaneously in their FASP notification of results as auto-created cases. However, if these students wish to apply for and be offered with the NLSPS loan earlier, they are required to submit a separate NLSPS application for processing.
Part I – General Information

1. THE NON-MEANS-TESTED LOAN SCHEME FOR POST-SECONDARY STUDENTS

1.1 The Non-means-tested Loan Scheme for Post-secondary Students (NLSPS) is to complement the FASP to provide loans to eligible students to settle tuition fees of locally-accredited, self-financing full-time\(^1\) post-secondary education programmes at the level of associate degree, higher diploma or degree.

1.2 These Guidance Notes and the Application Form they refer to are meant for full-time students who are taking up a programme under FASP. Please refer to the Course Coding Sheet available at your institution or the website of the SFO at [http://www.wfsfaa.gov.hk/sfo/en/postsecondary/fasp/general/coding.htm](http://www.wfsfaa.gov.hk/sfo/en/postsecondary/fasp/general/coding.htm) for the eligible courses under the FASP/NLSPS.

1.3 If you are an eligible student under the FASP, you may apply for the FASP and the NLSPS simultaneously. For application details of the FASP, please refer to the FASP Application Guidance Notes [FASP/1B(2019) or FASP/1A(2019)].

2. ELIGIBILITY

2.1 You are eligible to apply for an NLSPS loan to cover your tuition fees payable in the 2019/20 academic year if you:

(a) are registered as a full-time student engaged in a locally-accredited \(^2\) self-financing post-secondary education programme at sub-degree (i.e. associate degree or higher diploma) or degree level in the 2019/20 academic year; and

(b) have the right of abode in the Hong Kong Special Administrative Region (Hong Kong) or have resided or have had your home in Hong Kong continuously for three complete years prior to the commencement of the course.

(Remarks: This does not cover students holding -

(i) student visas/entry permits;

(ii) visas/entry permits under the Immigration Arrangements for Non-local Graduates; or

(iii) dependant visas/entry permits which were issued to them by the Director of Immigration when they were 18 years old or above.)

2.2 Your eligibility is restricted to only one eligible full-time course in any particular academic year.

2.3 Full-time students of exclusively University Grants Committee-funded or exclusively publicly-funded places covered by the Tertiary Student Finance Scheme – Publicly-funded Programmes (TSFS) are not eligible for assistance under the NLSPS.

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\(^1\) For face-to-face teaching programmes, “full-time” study refers to a curriculum of not less than 450 contact hours per year or a minimum of 30 credit points per year (i.e. one credit point equaling 15 contact hours). For non-face-to-face teaching programmes, “full-time” study means a curriculum of not less than 1.350 study hours.

\(^2\) Locally-accredited programmes refer to one included in the Register of Locally-accredited Programmes recognised by the Secretary for Education. For the 2019/20 academic year, only programmes which have been included in the Register on or before 31 December 2019 will be covered by the NLSPS. Please refer to the Course Coding Sheet at the SFO website ([http://www.wfsfaa.gov.hk/sfo/en/postsecondary/fasp/general/coding.htm](http://www.wfsfaa.gov.hk/sfo/en/postsecondary/fasp/general/coding.htm)) which lists out the programmes covered and their course codes. Please approach the relevant institutions for more information about the programmes. You may also visit the Information Portal for Accredited Post-secondary Programmes ([https://www.cspe.edu.hk/en/ipass/index.html](https://www.cspe.edu.hk/en/ipass/index.html)).
2.4 Even if you are eligible for the NLSPS loans under the above circumstances, the SFO reserves the right to require you to submit supplementary documents/information as and when necessary; and the final approval of your NLSPS application will rest with the SFO.

3. MAXIMUM LEVEL OF LOAN AMOUNT AND LIFE-TIME LOAN LIMIT

3.1 Students who apply for the NLSPS loans only, i.e. have not applied for assistance (i.e. grant and/or loan) under the FASP or fail to obtain assistance under the FASP, may receive loan up to the annual tuition fees payable for the course under application.

3.2 If you apply for financial assistance under both the FASP and the NLSPS, the maximum financial assistance you may receive under these two schemes is capped at the annual tuition fees payable for the course under application, plus the maximum amount of academic expenses grant and living expenses loan of FASP. If you obtain financial assistance under the FASP, the maximum amount of NLSPS loan will be up to the difference between the amount of financial assistance you may receive under the FASP and the maximum financial assistance you may receive under these two schemes, subject to the NLSPS loan maximum (equivalent to the tuition fees payable) not being exceeded.

3.3 With effect from the 2012/13 academic year, a combined life-time loan limit is imposed on students eligible for receiving loans under the NLSPS and the Non-means-tested Loan Scheme for Full-time Tertiary Students (NLSFT). The loan limit will be price-adjusted annually in accordance with the movement of the Composite Consumer Price Index. The combined life-time loan limit for the 2019/20 academic year is HK$372,700.

3.4 Loan(s) disbursed from the 2012/13 academic year and onwards will be counted towards the combined life-time loan limit, which is not of revolving nature and will not be reset by any repayments.

3.5 Students who have exhausted their life-time loan limit for studying courses for attaining their first degree-level study may make use of the Form in Part III of this Guidance Notes to apply to use up to HK$100,000 of their life-time loan limit under the Extended Non-means-tested Loan Scheme ³. Such applications will be considered on a case-by-case basis. The SFO will consider factors such as whether the students are studying for their first degree-level study and the tuition fee level of the course, etc.

³ Applicable to students pursuing specific post-secondary/continuing and professional education courses in Hong Kong.

NLSPS/1B (2019)
4. INTEREST AND ADMINISTRATIVE FEE

4.1 The NLSPS operates on a full-cost recovery basis. Interest rate is set at the Government of the Hong Kong Special Administrative Region (the Government)’s no-gain-no-loss rate which is currently set at 3.977% below the average best lending rate (BLR) of the note-issuing banks, plus a risk-adjusted factor which seeks to cover the Government’s risk in disbursing unsecured loan. Interest is accrued upon loan drawdown and throughout the study period until the loan is repaid in full. The Director of Accounting Services will review the no-gain-no-loss interest rate by the end of each month according to any changes in the average BLR in the month and will adjust the rate with effect from the first day of the following month. The Finance Committee of the Legislative Council has approved to reduce the risk-adjusted factor to zero with effect from the 2012/13 academic year, and the arrangement is currently under review. You may refer to the SFO website at http://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS_interest_and_Admin_fee.pdf for the prevailing NLSPS interest rate.

4.2 An administrative fee, to cover the full costs of processing and administering the NLSPS loan, is chargeable for each application and each loan account:

4.2.1 Administrative fee is chargeable upon submission of application and annually thereafter until the NLSPS loan and interest accrued thereon are fully repaid. Administrative fee will be charged on each loan account on an academic year basis and is chargeable on 1 December each year. If there is any unsettled balance under the loan account on or after 1 December, administrative fee will be demanded for repayment in the demand note with due date falling on 1 January of the following year.

4.2.2 Administrative fee is a fixed fee and will not be charged on a pro-rata basis nor divided by instalments. Administrative fee paid is neither refundable nor transferable.

4.2.3 Under normal circumstances, loan recipients will not receive any demand note before the commencement of loan repayment. Thus, the administrative fee accrued during the study period will be demanded for repayment in the first demand note with due date falling on 1 January following the commencement of loan repayment as stipulated in paragraph 13.1 below (If loan recipients have opted for deferred activation of loan repayment, the administrative fee accrued will be demanded for repayment in the demand note with due date falling on 1 January of the following year). If the loan repayment period shall end before 1 December of the loan repayment commencement year, the administrative fee accrued during the study period will be demanded for repayment in the first demand note after commencement of loan repayment. In other words, loan recipients may be required to repay administrative fee accrued for more than one year in the above-mentioned demand note.

4.2.4 Administrative fee is subject to review regularly. You may refer to the SFO website at http://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlspspostsecondary/learn/interest_and_fee.htm for the current administrative fee.
4.3 In general, loan accounts will be created on a course basis. Interest and administrative fee will be calculated separately for each account. Request for merging loan accounts of different courses will not be accepted. If you obtain loans under the NLSPS as well as other financial assistance/loan schemes administered by the SFO in respect of the same course, separate loan accounts will be created under the respective loan schemes. Request for merging loan accounts of different schemes will also not be accepted.

5. HOW TO APPLY

5.1 You must complete and submit the application for the NLSPS online through “SFO E-link – My Applications” at http://ess.wfsfaa.gov.hk. The online application forms for the NLSPS are available in Chinese and English. If you have submitted the English online application form, all subsequent correspondence/notifications will be in English and vice versa.

5.2 You may make your application or be informed of the offer of loans under the NLSPS through the following channels:

(a) submit the NLSPS online application form (please refer to paragraphs 5.3 to 5.9 below for details); or

(b) if you have applied for the FASP, you will be informed of the loans entitled under the NLSPS, if any, in your FASP notification of result (please refer to paragraph 5.12 below for details).

How to Complete and Submit the Online Application Form?

5.3 Please refer to Part II of this Guidance Notes for details of completing and submitting the online application form for the NLSPS. You may also refer to the Online Demonstration at https://ess.wfsfaa.gov.hk/demo/en/ for the points to note for submitting the online application under the NLSPS.

5.4 Please pay the administrative fee IN CASH at any branch of the Hongkong and Shanghai Banking Corporation (the Bank) and keep the original transaction advice/receipt. You may also transfer the administrative fee to the SFO's account number 044-171635-001 through ATM of the Bank. During the ATM transaction, please choose “Transfer” service and press “Yes” for “Do you need to take a transaction advice?”. Payment by cheque or PPS is NOT acceptable. (A copy of the transaction advice or account deposit form for the administrative fee paid should be submitted to the SFO in support of your online application.)

5.5 The online submission of application is not applicable to students of distance-learning programmes of the Open University of Hong Kong (OUHK). If you are a distance-learning student of OUHK, please refer to the Supplementary Guidance Notes for FASP/NLSPS for Students Taking Distance-learning Programmes for the eligibility criteria and application procedures under NLSPS. Students can obtain the supplementary guidance notes from OUHK or SFO website (http://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/FASP_DL.pdf).

5.6 If you have genuine difficulty in using computer for submission of online application (e.g. your physical condition does not allow you to operate computer normally), you may call our scheme hotline at 2150 6222 during office hours for assistance.
How to Submit the Declaration and Supporting Documents?

5.7 After you have submitted your online application successfully, you have to submit the following supporting documents to the SFO (otherwise, your application will not be processed):

(a) the duly signed declaration form (if the online declaration form is not digitally signed);

(b) a photocopy of your Hong Kong Identity (HKID) card;

(c) a photocopy of your Student Identity card and/or any documentary proof showing your course of study in the 2019/20 academic year and your student identity;

(d) a photocopy of the first page of the bank passbook of your savings account or bank statement or bank automatic teller machine (ATM) card showing your name (same with the name in your HKID card) and the bank account number; and

(e) a photocopy of the transaction advice or account deposit form for the administrative fee paid.

Please keep the original transaction advice or account deposit form for the administrative fee paid and produce it with the required document (as set out in paragraph 8.1) to the SFO upon acceptance of the NLSPS loan. If you fail to produce the original transaction advice for your NLSPS application, you have to apply for a documentary proof from the bank showing the transaction concerned.

5.8 You are required to declare in the “Declaration Form” that a bankruptcy petition is filed by you or presented against you or a bankruptcy order is made against you or you have applied/are applying for an Individual Voluntary Arrangement (IVA) or are aware that legal proceeding(s) has/have been started or are pending or being threatened against you for your bankruptcy or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of your assets. Subsequently, if a bankruptcy petition is filed by you or presented against you or a bankruptcy order is made against you or you have applied/are applying for an Individual Voluntary Arrangement (IVA) or are aware that legal proceeding(s) has/have been started or are pending or being threatened against you for your bankruptcy or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of your assets, you are obliged to notify the SFO in writing immediately.

5.9 If you are an undischarged bankrupt or a subject person of an IVA, please submit a photocopy of bankruptcy order/petition or your IVA proposal, as appropriate, for the SFO’s record purpose.

5.9.1 The SFO reserves the right to require you to submit supplementary documents/information other than those mentioned in paragraph 5.8 above and when required. A longer processing time is required for such application.

5.9.2 The final approval of your NLSPS application will rest with the SFO solely.
5.10 You should submit the required documents through the following means within 7 days from the date of submission of your online application:

(a) through online upload (please refer to paragraph 4.6 of Part II of this Guidance Notes for details)

(b) by mail or by hand to
Student Finance Office
Working Family and Student Financial Assistance Agency
Room 1204, 12/F, Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road, Kowloon
(Attn.: NLSPS APU)

If you submit the required documents by mail, please ensure your mail items bear sufficient postage with return address before posting. Underpaid mail items are subject to surcharge by the Hongkong Post. Underpaid mail items will be returned to the sender (with return address) or disposed of (without return address) by the Hongkong Post. For proper delivery of your mail items to the SFO, and to avoid unnecessary delivery delay or unsuccessful delivery, please ensure that your mail items bear sufficient postage with return address before posting.

5.11 In any event, you should submit your online application before submitting the declaration and supporting documents. If you cannot provide the required supporting documents without sufficient reasons, your application will not be considered further.

5.12 If you have applied for the FASP, you will be informed of the financial assistance and/or loan you are entitled under the FASP and the NLSPS, if any, simultaneously in your FASP notification of result. If you wish to accept the NLSPS loan offered, you may submit the documents (as set out in paragraph 8.1) to the SFO in person or through your authorised person (at the age of 18 or above with HKID card) on or before the deadline as stated in your FASP notification of result. Please refer to paragraph 8 below for details.

6. **DEADLINES FOR APPLICATION**

6.1 The application for all students is closed. If you wish to submit application between 16 January and 31 March 2020, you should use the application form [NLSPS2B(2019)]. Any late application must be accompanied by written explanation(s) provided by the applicant and supported by the institution concerned. All late applications will only be considered on individual merits.

6.2 If you attend a locally-accredited programme that commences between April 2019 and March 2020, except for those students who take distance-learning programmes or on-line programmes, you should apply for the NLSPS loan for the 2019/20 academic year. The deadline for application is stipulated in paragraph 6.1 and in any case must not be later than 31 March 2020.
7. NOTIFICATION OF RESULT

7.1 If you:

7.1.1 apply for the NLSPS only:

7.1.1.1 If the information provided is complete, the SFO will normally issue the "Notification of Result of Application for Loan under the Non-means-tested Loan Scheme for Post-secondary Students" (NLSPS notification of result) to you:

(a) within three weeks from the date of the SFO’s issue of the “Acknowledgement of Receipt of Application”; or

(b) around mid-July when the FASP's grant and loan ceilings are determined (applicable to continuing students only), whichever is later.

7.1.1.2 Processing time of your application will be longer under the following circumstances:

(a) the information provided is incomplete or discrepancies in the supporting documents provided are found; or

(b) the information provided requires clarification by your institution or other government departments or organisations.

7.1.2 apply for the FASP only:

- You will be informed of the financial assistance and/or loan you are entitled under the FASP and NLSPS, if any, simultaneously in your FASP notification of result.

- If you wish to accept the NLSPS loan offered, you may submit the documents (as set out in paragraph 8.1) to the SFO in person or through your authorised person (at the age of 18 or above with HKID card) on or before the deadline as stated in your FASP notification of result. Please refer to paragraph 8 below for details.

- If you wish to apply for and be offered with the NLSPS loan earlier, you may consider submitting a separate NLSPS application for processing.
7.1.3 have applied for the FASP and submitted an NLSPS Application Form before your FASP results are known:

- The SFO will not be able to determine the loan amount you may be entitled under the NLSPS until your FASP results are known.
- In this instance, you will be issued a letter asking whether you would wish to obtain the NLSPS loan up to the maximum amount of your tuition fees payable. If you obtain the NLSPS loan under such arrangement, it may be necessary to make adjustments to the loan amount after your FASP results are known. Details of the offsetting arrangements are set out in paragraph 10 below.

7.2 You should check the information printed on the NLSPS notification of result, especially your personal particulars, institution, course of study, tuition fee payable and bank account number. Should there be any discrepancies, you should immediately notify the SFO the amendments required in writing by using Form FASP/C/1A (2019) (applicable to change of personal particulars) or FASP/C/1B (applicable to change of institution/course data). These amendment forms can be downloaded from the SFO website at http://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlspsp/application/forms.htm.

8. ACCEPTANCE OF NLSPS LOAN

8.1 The offer stated on the NLSPS notification of result or the FASP notification of result is conditional upon your submission of the documents appended below to the SFO in person or through your authorised person (at the age of 18 or above with HKID card) on or before the deadline as specified in the notification of result. Documents submitted by mail or fax or email are not acceptable.

(a) The “Undertaking” duly completed and signed by you and attested;
(b) The “Deed of Indemnity” duly completed and signed by your indemnifier and attested;
(c) All documentary evidence provided by the indemnifier as specified in paragraph 8.6 below;
(d) The “Student, Indemnifier and Witness Details Input Forms (Form A and Form B)” duly completed;
(e) The printout of acknowledgement of receipt/confirmation message after registering “SFO E-link – My Bills” service (applicable to applicants whose NLSPS notifications of result or FASP notifications of result have been stated with such requirement by the SFO);
(f) The NLSPS notification of result or the FASP notification of result;
(g) Photocopies of HKID cards of yourself, your indemnifier and your witness(es);

(i) The photocopies should be signed next to the image of the HKID cards and certified as true copies by the respective cardholders. The signatures should be the same as those shown on the “Undertaking” and the “Deed of Indemnity”, as appropriate;

(ii) The photocopies should be made on separate A4 size white paper which is blank on both sides. Computer scanned copies, photocopies made by facsimile machine, enlarged or reduced photocopies, duplicates of the photocopies, unclear or incomplete photocopies of the respective HKID cards are **not** acceptable; and

(iii) The photocopies should have “COPY” marked. The “COPY” mark should be made across the image of the HKID cards and the names in Chinese and English (if applicable), the card numbers, Dates of Birth and resident status symbols printed on the HKID cards should be legible and not obliterated from sight.

(h) The original transaction advice or ATM transaction advice for the administrative fee paid (applicable to applicants who have yet to submit the original receipt for the administrative fee paid to the SFO); and

(i) The completed authorisation form **(applicable if you are unable to submit the above documents to the SFO in person)**. Documents (a), (b), (d) and (i) can be downloaded from the SFO website at [http://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/nlspslsloanddocuments.pdf](http://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/nlspslsloanddocuments.pdf). For document (e), if you are required to register with “SFO E-link – My Bills” service as stated in the NLSPS or FASP notification issued to you by the SFO, you are required to click “SFO E-link – My Bills” at the “SFO E-link” at [http://e-link.wfsfaa.gov.hk](http://e-link.wfsfaa.gov.hk) and login your “MyGovHK” account, then proceed to register with “SFO E-link – My Bills” service and print the acknowledgement of receipt/confirmation message as the proof of successful registration. You can view the registration guidelines in the “SFO E-link – My Bills” at [https://e-link.wfsfaa.gov.hk/EBILLPRD/docs/E_link_Registration_Guidelines_sla_EN.pdf](https://e-link.wfsfaa.gov.hk/EBILLPRD/docs/E_link_Registration_Guidelines_sla_EN.pdf).

8.2 The SFO may request you to produce documentary evidence showing your residential address. Post office box numbers, public letter boxes, care of addresses and student hostels will not be accepted as valid residential address.


8.4 You can choose to accept the NLSPS loan offered either in full or in part. Before you accept any NLSPS loan offered, you may have a rough estimation on the repayment amount by using the repayment calculator made available in the “SFO E-link” at [http://e-link.wfsfaa.gov.hk](http://e-link.wfsfaa.gov.hk). Please consider carefully about your need and repayment ability. In completing the “Undertaking”, the “Deed of Indemnity” and the “Student, Indemnifier and Witness Details Input Form (Form A)”, you are required to specify, among other things, the exact amount of NLSPS loan accepted for the whole academic year.
8.5 The amount of NLSPS loan accepted should not be greater than the amount of NLSPS loan offered as stated in the NLSPS notification of result or the FASP notification of result and not be less than HK$1,000.

8.6 To be acceptable as an indemnifier, a person must be:

(a) a Hong Kong resident holding a Hong Kong Permanent Identity Card;

(b) at or over 21 years of age;

(c) gainfully employed in Hong Kong and financially sound. Persons who are not gainfully employed (e.g. retired persons, housewives, etc.), those without regular income and/or income proof (e.g. casual workers, etc.) and students are not acceptable;

(d) able to produce, (i) documentary evidence showing that he/she has a regular income such as a copy of his/her latest complete demand note on tax issued by the Inland Revenue Department, and (ii) valid Business Registration Certificate and/or valid Certificate of Incorporation issued by the Companies Registry if the indemnifier is self-employed;

(e) able to produce documentary evidence showing his/her current employment status in Hong Kong (e.g. written certification from employer with company chop, indemnifier’s business name card or staff card, etc.);

(f) able to produce his/her recent three months’ salary records (e.g. the latest complete individual demand note on tax issued by the Inland Revenue Department, written certification of his/her job title and wages from employer with company chop or a copy of his/her bank statements/passbook showing the income (with the relevant page of his/her bank passbook or account statement showing his/her name and account number), etc.);

(g) able to produce documentary evidence in originals showing his/her residential address in Hong Kong in the past three months. Documentary evidence of residential address should be a letter issued by government bureaux/departments, public organisations/utilities or commercial organisations. Post office box numbers, public letter boxes, care of addresses and student hostels will not be accepted as valid address;

(h) able to produce documentary evidence showing his/her office/employer’s business address in Hong Kong (e.g. his/her business name card or letter issued to him/her by his/her employer, etc.); and

(i) able to produce documentary evidence showing his/her financial position upon request by the SFO.
8.7 The following person is not acceptable to act as an indemnifier if, at the time when he/she signs the “Deed of Indemnity”, he/she:

(a) is an undischarged bankrupt; or
(b) is aware that a bankruptcy petition will be filed by him/her or presented against him/her; or
(c) has applied/is applying for an Individual Voluntary Arrangement (IVA); or
(d) is aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets; or
(e) is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or there is any claim (whether inside or outside Hong Kong) presently in progress or pending or being threatened against him/her or any of his/her assets; or
(f) is the applicant himself/herself.

Besides, if a person who has any arrears [including but not limited to grant(s), loan(s), interest, overdue interest, administrative fee and any recovery costs (including legal costs and related expenses in the course of legal recovery action), etc.] under any financial assistance/loan scheme(s) administered by the SFO, or has previously failed to comply with the terms and conditions of any financial assistance/loan scheme(s) administered by the SFO, he/she is not acceptable to act as an indemnifier.

8.8 You should notify the SFO in writing immediately if for any reason your indemnifier becomes incapable of fulfilling the obligations required under the “Deed of Indemnity”; or deceased; or if you are aware that a bankruptcy petition is filed by him/her or presented against him/her or a bankruptcy order is made against him/her; or your indemnifier applies for an IVA; or if you are aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his indemnifier’s assets; or your indemnifier is a party to any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets after he/she signs the “Deed of Indemnity”. You are required to procure immediately or otherwise upon the first written demand of the SFO another alternative indemnifier located in Hong Kong and acceptable to the Government to execute the Indemnity in favour of the Government in light of the occurrence of any of the above circumstances, failing which the SFO has the power to demand your repayment of all outstanding balance of the NLSPS loan, interest, overdue interest (if any), administrative fee (if any) and recovery expenses.

8.9 To be acceptable as a witness, a person must be:

(a) a Hong Kong resident holding a Hong Kong Permanent Identity Card; and
(b) at or over 18 years of age.

8.10 You are not acceptable to act as the witness of your “Undertaking” and the corresponding “Deed of Indemnity”. The indemnifier is not acceptable to act as the witness of his/her “Deed of Indemnity” and the corresponding “Undertaking”.

8.11 The SFO may request a witness to produce documentary evidence showing his/her residential address. Post office box numbers, public letter boxes, care of addresses and student hostels will not be accepted as valid residential address.
9. PAYMENT OF NLSPS LOAN

9.1 The NLSPS loan you accepted will be disbursed directly to your bank account by 2 equal instalments. If you have also applied for the FASP, the final amount of the NLSPS loan to be paid to you will be determined based on the financial assistance (i.e. grant and/or loan) you may be provided under the FASP as described in paragraph 3.2 above. Adjustment to the NLSPS loan amount will be made according to the arrangement stipulated in paragraph 10 below.

9.2 The loan you accepted under the NLSPS will be credited to your designated bank account as detailed in paragraph 9.1 above, after the SFO’s receipt of your duly completed “Undertaking”, “Deed of Indemnity”, the “Student, Indemnifier and Witness Details Input Forms (Form A and Form B)”, the required documentary proofs mentioned in the Notice of Offer in one complete set and the printout of acknowledgement of receipt/confirmation message after registering “SFO E-link – My Bills” service. You must be the sole holder of the account. Fixed/time deposit account, credit card account and foreign currency account will not be accepted for payment purpose. The NLSPS loan will be made subject to the terms and conditions as stipulated in the “Undertaking” and “Deed of Indemnity”. The payment dates are the NLSPS loan draw down dates which are set by the SFO. The Bank’s certification of payment to your account will be regarded as conclusive evidence of your receipt of the NLSPS loan.

9.2.1 You are required to provide a valid bank account solely owned by you in your application, together with photocopy of the first page of the bank passbook of your savings account or bank statement showing the name of the account holder and the account number as documentary proof. If you have applied for financial assistance under the FASP, the bank account should be the same bank account for receiving assistance under FASP. If you do not have a valid bank account of your own, you must open one before submitting your application.

9.2.2 Please note that some banks do not provide bank account services to persons under the age of 18. If you are under 18, and do not have valid bank account of your own, you should make your own decision in choosing a bank which provides the services required by you. You should clarify with the bank its terms and conditions for provision of services, service charge required (if any) and/or processing time for opening an account before you open an account with it. Failure to open a bank account before submission of an application will not be accepted as a reason for late application.

9.2.3 You must accurately fill in your bank account number in the application.

9.2.4 If you change your bank account, please notify the SFO of your new account number immediately by completing a Notification of Change of Personal Particulars Form [FASP/C/1A (2019)] which can be downloaded from the SFO website at http://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/FASP-C-1A_Eng.pdf. You must submit the photocopy of the first page of the bank passbook of your savings account or bank statement which shows the name of the account holder and the account number with the form.
9.3 In completing the “Undertaking”, “Deed of Indemnity” and the “Student, Indemnifier and Witness Details Input Form (Form A)”, you will have to state the amount of loan that you wish to borrow for the whole academic year (i.e. the sum of the first and second instalments). If you successfully register for “SFO E-link – My Bills” service and return the “Undertaking”, “Deed of Indemnity”, the documentary proofs mentioned in the “Notice of Offer”, the “Student, Indemnifier and Witness Details Input Forms”, and the required photocopies of HKID cards in one complete set by the specified deadline as detailed in the NLSPS or FASP Notification of Result, the SFO will credit the first instalment of loan payment to your designated bank account within a period of 2 to 4 weeks from the deadline for return of the documents. If you miss the deadline, the loan payment will be deposited into your designated bank account around 2 to 4 weeks after the SFO receives all your duly completed documents and your proof of successful registration. The second instalment (covering the remaining balance) of the NLSPS loan will normally be paid in January or February 2020. If you have enrolled in a programme which is charged on credit-based mode, the second instalment of your NLSPS loan will only be paid after your institution has confirmed with the SFO the total credits taken by you for this academic year.

9.4 Should the result of your NLSPS application be notified to you only after January 2020, the NLSPS loan will be credited to your designated bank account in one single instalment within a period of 2 to 4 weeks from the deadline as detailed in the NLSPS or FASP Notification of Result if you return the required documents listed in paragraph 9.3 and successfully register for “SFO E-link – My Bills” service by that specified deadline. If you miss the deadline, the loan payment will be deposited into your designated bank account around 2 to 4 weeks after we receive all your duly completed documents and your proof of successful registration.

9.5 Please note that during the course of vetting/counter-checking/reviewing your application(s) (including this and previous academic years), the SFO may withhold payment of loan if irregularity or omitted information is spotted. Payment of loan would only resume after vetting/counter-checking/reviewing procedures have been completed and all irregularities/omitted information have been clarified/rectified.

9.6 After the disbursement of the NLSPS loan to your bank account has been arranged, the SFO will issue a Remittance Advice to you stipulating the amount of the NLSPS loan to be disbursed and the loan disbursement date for your reference. The disbursement date stipulated in the Remittance Advice is the NLSPS loan draw down date of the specified NLSPS loan.

9.7 Neither your application nor the approval for an NLSPS loan carries any implication that the payment due date of your tuition fee has been or will be deferred automatically by your institution. If the payment of the NLSPS loan to you for any instalment cannot be made on or before the tuition fee instalment due date, it is your own responsibility to liaise with your institution in respect of your tuition fee payment. The SFO will not bear the responsibility for any loss caused to you due to your late settlement of tuition fee.

9.8 In any case, the SFO reserves the right not to accept your loan documents if such loan documents are submitted after 30 June 2020 since the respective academic year has been normally over, unless your notification of result is issued within the immediate past 2 months.
9.9 If you and/or your indemnifier has/have any arrears of grant and/or loan and/or subsidy under any financial assistance/loan scheme administered by the SFO, the SFO reserves the right to withhold the payment of loan to you and set off the overpaid amount from the loan to which you are entitled to in the year, even after processing of your application. The balance of the NLSPS loan after such set-off, if any, will be released to you. In addition or as an alternative, the SFO shall require you to refund the overpaid amount immediately upon the request of the SFO.

9.10 Any overpayment of the NLSPS loan made to you shall be refunded immediately upon demand.

9.11 If you:
   (a) cease to be a registered full-time student of the locally-accredited programme; or
   (b) decide to withdraw from, suspend or defer studies or apply for leave of absence for any reasons; or
   (c) change your course/institution; or
   (d) are not required to pay the full amount of tuition fee in the respective academic year,

   you must **immediately** notify the SFO in writing for our follow-up action, including but not limited to **withholding the payment of the NLSPS loan to you**.

9.11.1 In the event that the NLSPS loan has been paid to you, you will be liable to the NLSPS loan paid and the interest accrued thereon and to repay the SFO the NLSPS loan so paid and the interest accrued thereon, plus any recovery costs incurred by the Government in a lump sum/by instalments.

9.12 The SFO reserves the right to recover from you all or part of the NLSPS loan paid in case you cannot complete your studies for any reasons.
10. OFFSETTING ARRANGEMENTS

10.1 If you have accepted the NLSPS loan and subsequently receive financial assistance under the FASP and the total amount of financial assistance you obtain under the 2 schemes exceeds the maximum level of financial assistance under both schemes (please refer to paragraph 3.2 above) (overpaid NLSPS loan), your NLSPS loan amount will be adjusted according to the following arrangements.

10.1.1 If you have received the NLSPS loan, and the total amount of NLSPS loan received and financial assistance offered under the FASP exceeds the maximum level of financial assistance under both schemes, the SFO will then:

(a) reduce your NLSPS loan offer and the NLSPS loan payable (if any) to reflect the adjustment of NLSPS loan in direct relation to the financial assistance offered under the FASP;

(b) offset the overpaid NLSPS loan by the FASP grant to be payable to you. If the grant is insufficient to fully offset the overpaid NLSPS loan, the balance of the overpaid NLSPS loan will be offset by deducting from the amount of the FASP loan to be provided to you. Any amount of the NLSPS loan overpaid which is deducted from your FASP assistance will be deemed to have been accepted by you under the terms and conditions of the FASP (please refer to the “Notice of Offer of Financial Assistance under the FASP [SFO 263 (2019)] which is available at the SFO website (http://www.wfsfaa.gov.hk/sfo/pdf/common/Form/fasp/fasploandocuments .pdf); and

(c) reduce your NLSPS loan amount to reflect the deductions made from your FASP grant and loan amounts in paragraph 10.1.1(b) above. The effective date of this adjustment to your NLSPS loan account record will be the date of notification of your FASP result. Interest accrued for the NLSPS loan overpaid remains chargeable at the NLSPS interest rate from the date the NLSPS loan was first drawn down to the date the adjustment to your NLSPS loan account record is made.

10.1.2 Even if your NLSPS loan has been fully offset by your FASP grant and/or loan and the revised loan balance is HK$0, NLSPS interest would still accrue for the overpaid NLSPS loan from the NLSPS loan first drawn down to the date of offsetting. **You are advised to submit an early repayment request of the NLSPS interest immediately after the offsetting to the Student Loan Unit of the SFO.** Otherwise, an administrative fee will be accrued on this NLSPS loan account on an academic year basis in the same manner as ordinary loan accounts. The accrued interest and/or administrative fee will be demanded upon your commencement of loan repayment. The administrative fee is chargeable on 1 December each year. You are required to repay the accrued interest and the administrative fee until the NLSPS loan and the interest accrued thereon are fully repaid. In addition, the NLSPS loan so offset by the loan portion of the FASP financial assistance will be deemed to have been borrowed by you under the terms and conditions of the FASP at an interest rate of 1% per annum chargeable from the commencement date of the loan repayment period under the FASP.
10.1.3 If your NLSPS loan has been partially offset by your FASP grant and/or loan and there is remaining loan balance, NLSPS interest would still accrue for the Overpaid NLSPS loan from the NLSPS loan first drawn down to the date of adjustment. Your obligations in relation to the NLSPS interest so accrued and the amount of the NLSPS loan remaining after the partial offsetting shall remain unchanged and shall continue as stated on the terms and conditions as set out in the Notice of Offer, in the “Undertaking” signed by you, in this Guidance Notes and including the terms and conditions subsequently amended and supplemented by the SFO. In addition, the NLSPS loan so offset by the loan portion of the FASP financial assistance will be deemed to have been borrowed by you under the terms and conditions of the FASP at an interest rate of 1% per annum chargeable from the commencement date of the loan repayment period under the FASP.

10.1.4 If you:

(a) have accepted the NLSPS loan offer but not yet received it prior to the receipt of notification of result under the FASP; or

(b) have received the NLSPS loan, and the amount of NLSPS loan already received and financial assistance offered under the FASP do not exceed the maximum level of financial assistance under both schemes,

the SFO will reduce the loan amount of your NLSPS loan offer and the NLSPS loan payable (if any) to reflect the adjustment of NLSPS loan in direct relation to the financial assistance offered under the FASP. Please note that if the FASP notification of result is issued before the SFO crediting your accepted NLSPS loan to your bank account, and you accept the FASP assistance, you are required to submit the duly completed the “Undertaking”, the “Deed of Indemnity” and other relevant documents as indicated in the FASP Notification of Result on or before the specified deadline.

10.2 Your NLSPS loan will not be offset by your FASP grant and/or loan automatically as above mentioned if the total amount of assistance you obtain under the FASP and the NLSPS does not exceed the maximum level allowed. Under such circumstances, if you wish to repay your NLSPS loan already paid to you, you need to make an early repayment of the NLSPS loan (please refer to paragraph 13.11 below).

11. APPLICATION FOR SECOND NLSPS LOAN

11.1 You may apply for a second NLSPS loan which is equivalent to the difference between the maximum amount of the NLSPS loan that you may borrow and the NLSPS loan that you have already accepted on your NLSPS loan application in the same academic year.

11.1.1 Please note that:

- An administrative fee is payable on the second application separately.
- Applications must be made by completing the “Application for a Second NLSPS Loan” form [NLSPS 166 (2019)] and submitting the completed form in person or through an authorised person to the SFO within 3 months from the commencement of the course. The form can be downloaded from the SFO website at [http://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/application/forms.htm](http://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/application/forms.htm). Any late application for a second NLSPS loan will not be accepted.
12. CANCELLATION OF NLSPS LOAN

12.1 If you wish to apply for cancellation of your NLSPS loan not yet disbursed to you, you should complete the “Application for Cancellation of NLSPS Loan” form [NLSPS 167 (2019)] and return it to the SFO. In the event that the payment of the NLSPS loan has been made to you, cancellation of the NLSPS loan will not be accepted. You will be liable to the NLSPS loan paid and the interest accrued thereon and to repay the SFO the NLSPS loan so paid and the interest accrued thereon, plus any recovery costs incurred by the Government. Alternatively you may choose to make early repayment of the NLSPS loan. Please refer to paragraph 13.11 for details of early repayment of the NLSPS loan.

13. LOAN REPAYMENT & ELECTRONIC DEMAND NOTE AND NOTIFICATION

13.1 You are required to repay your NLSPS loan upon –
(a) graduation; or
(b) termination of studies; or
(c) lapse of 6 years from the first disbursement of the NLSPS loan,

whichever is the earliest, until it is repaid in full. The repayment of the NLSPS loan shall normally commence on 1 December of the year of your graduation or when the course has officially ended. The first instalment of loan repayment will normally fall due on 1 January or 1 July (if opted for deferred activation of loan repayment) of the following year of your graduation. If you have not received the notice of commencement of repayment or demand of repayment within 6 months after your graduation or the course has officially ended, you should notify the SFO in writing immediately.

13.2 The NLSPS loan borrowed by you and the interest accrued thereon are repayable in 15 years (Repayment Period) by 180 equal monthly instalments, or in a shorter Repayment Period by equal monthly instalments as agreed by the SFO. If it is determined appropriate by the SFO, the loan borrowed and the interest accrued thereon are repayable within the Repayment Period by equal quarterly instalments. The Repayment Period shall commence after the course has officially ended while the interest shall accrue on the loan as soon as the loan has been disbursed until it is repaid in full.

13.3 If you:
(a) cease to be a registered full-time student of a recognised course; or
(b) withdraw or are suspended from or defer your studies in a recognised course; or
(c) transfer from the institution at which you have borrowed the NLSPS loans to another institution; or
(d) have not completed the course for any reason,
you are required to notify the SFO in writing immediately and repay the NLSPS loan in a lump sum or by equal instalments, and if by instalments over a revised Repayment Period, and also interest accrued under the loan at the prevailing NLSPS interest rate per annum. The length of the NLSPS loan Repayment Period, its commencement date, and repayment arrangements shall be decided by the SFO.
13.4 With a view to facilitating better financial management of loan borrowers, loan borrowers who have obtained NLSPS loans and without any loan accounts repaying with quarterly repayment arrangement under other financial assistance/loan schemes administered by the SFO are required to repay their NLSPS loans by monthly instalments.

(a) Monthly repayment instalments will normally fall due on 1st of each calendar month each year. Monthly demand notes and notifications will be issued 14 days before each due date as far as practicable.

(b) For environmentally friendly reason and to avoid possible non-receipt of postal demand notes, monthly demand notes would be uploaded to “SFO E-link” (http://e-link.wfsfaa.gov.hk) and notifications would be sent to “MyGovHK” Internet online platforms for your viewing, printing and downloading. You are required to register with “MyGovHK” and “SFO E-link – My Bills” service successfully when you accept the loan offer. You need to safekeep your “MyGovHK” account login username and password to facilitate receiving repayment notifications and demand notes through “SFO E-link – My Bills” service. If your MyGovHK account has not been logged into for a period of 36 months, MyGovHK will terminate your account, which makes you no longer have access to SFO E-link - My Bills service. To avoid account termination, you should log in your MyGovHK account regularly. The SFO may contact you by post, telephone, fax, e-mail or other forms of electronic notifications (e.g. SMS) for any repayment matters. If you have any difficulties in using “SFO E-link – My Bills” service, you should contact the SFO as soon as possible. Should you wish to save a copy of the concerned instalment demand note, you are reminded to download and/or print out the latest instalment demand note on or before the due date.

(c) Monthly demand notes and/or notifications given in electronic form via the Internet online platforms shall be deemed to have been duly given by the SFO and have been duly received by you regardless of whether you have actually accessed the demand notes or notifications via the Internet online platforms and regardless of whether you have actual notice of the availability of such demand notes or notifications. Requests for receiving demand notes and/or notifications by other means will not be accepted. If you do not receive demand notes and/or notifications seven days before each due date whether because of system failure or any other reason not due to your fault or otherwise beyond your control, you should contact the SFO without delay. Non-receipt of repayment demand notes or electronic notifications does not exempt you from the obligation to repay the instalment due on or before the due date. If repayment has not been made on or before the date the instalment becomes due, you will be required to repay the Government the overdue amount together with overdue interest as set out in paragraph 13.10 below.

(d) Your failure to visit “MyGovHK” and/or “SFO E-link – My Bills” service Internet online platform(s) to receive any repayment schedule or demand note(s) does not exempt you from the obligation to repay the instalment due on or before the due date. Otherwise, you will be regarded as breaching of the terms in the “Undertaking” and the SFO has the power to demand you and/or indemnifier(s) immediate repayment of all outstanding balance of the NLSPS loan, interest, overdue interest (if any), administrative fees (if any) and any recovery expenses. The SFO also has the power to withhold the consideration and processing of your other financial assistance/loan applications and/or various applications relating to loan repayment under different financial assistance/loan schemes administered by the SFO; and to demand you and/or your indemnifier(s) immediate repayment of all outstanding balance of loan(s), interest (if any), overdue interest (if any), administrative fee (if any) and any recovery expenses in relation to other course(s) taken by you notwithstanding that they have not become due under the terms of such loan(s).
13.5 In case you have loan accounts repaying with quarterly repayment arrangement under different financial assistance/loan schemes, the monthly repayment arrangement mentioned in paragraph 13.4 will not be applicable until further announcement by the SFO. Meanwhile, quarterly repayment arrangement will be applicable to all of your loan accounts under different financial assistance/loan schemes. Quarterly repayment instalments will normally fall due on 1 January, 1 April, 1 July and 1 October each year. Quarterly demand notes will be issued 14 days before each due date as far as practicable. If you do not receive demand notes 7 days before each due date, you should contact the SFO without delay. Non-receipt of repayment demand notes or electronic notifications does not exempt you from the obligation to repay the instalment due on or before the due date. If repayment is not made on or before the date the instalment becomes due, you will be required to repay the Government the overdue amount together with overdue interest as set out in paragraph 13.10 below.

13.6 Within the Repayment Period, you can put up a request to change the Repayment Period. The request should be put up 14 days before the due date of the upcoming instalment so that the revised repayment schedule will take effect in the upcoming instalment. If you fail to put up your request by the above mentioned deadline or your NLSPS loan is currently under deferment, the effective date of your requested extension or shortening of Repayment Period will be postponed accordingly. Request could be made in writing by post, fax or email. Verbal request will not be accepted. For request by post, the postmark date on the envelope will be regarded as the date of request. For request by fax or email, the date of the fax or email received by the SFO will be regarded as the date of request. You have to repay your instalments according to the original repayment schedule until the revised repayment schedule takes effect.

13.7 The interest on the NLSPS loan borrowed by you shall be charged at the prevailing NLSPS interest rate once the NLSPS loan is drawn down and throughout the Repayment Period until the NLSPS loan has been fully repaid. The NLSPS interest rate is reviewed periodically and any adjustment to the interest rate shall apply immediately to the outstanding principal until the next interest rate adjustment. You may refer to the SFO website at http://www.wfsfaa.gov.hk/sfo/pdf/common/Form/nls/NLS_interest_and_Admin_fee.pdf for the prevailing NLSPS interest rate. You may also have a rough estimation on the repayment amount by using the repayment calculator made available in the “SFO E-link” at http://e-link.wfsfaa.gov.hk.

13.8 Interest of each monthly instalment is the interest accrued for the month immediately preceding the instalment due date calculated based on the prevailing NLSPS interest rate.

13.9 Each instalment amount (instalment loan principal and instalment interest) shall not be less than HK$100.

13.10 Overdue interest shall be calculated by applying a rate equal to the average of the BLRs announced by the note-issuing banks in Hong Kong from time to time to accrue over the period from the due date to the day preceding the date of actual repayment by you of the overdue amount.
13.11 If you wish to make early repayment of the NLSPS loan in order to save interest, a request should be put up in writing by post, fax, email or via the “SFO E-link” (http://e-link.wfsfaa.gov.hk). Verbal request will not be accepted. For request by post, the postmark date on the envelope will be regarded as the date of request. For request by fax, email or via the “SFO E-link”, the date received by the SFO will be regarded as the date of request. Normally you have to settle the early lump sum or partial repayment demand note in full within 14 days from the issue date of the concerned demand note. If you fail to repay the early lump sum or partial repayment demand note when it becomes due, overdue interest incurred due to such late repayment shall be calculated in the same way as set out in paragraph 13.10 above.

13.11.1 For early lump sum repayment of the NLSPS loan, the repayment amount shall include all outstanding principal, interest and administrative fee.

13.11.2 For early partial repayment of the NLSPS loan, the repayment amount shall not be less than an amount decided by the SFO (currently set at HK$5,000) or the total of one repayment instalment plus the remaining study interest already accrued before commencement of repayment period, whichever is greater.

13.11.3 Interest of early repayment is calculated as follows:

<table>
<thead>
<tr>
<th>Loan Account Status</th>
<th>Early Lump Sum Repayment Interest Cut-off Date</th>
<th>Early Partial Repayment Interest Cut-off Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before commencement of repayment</td>
<td>Preceding day of the date of request</td>
<td>Preceding day of the date of request</td>
</tr>
<tr>
<td>During the repayment period</td>
<td>Preceding day of the date of request</td>
<td>Preceding day of the due date of the forthcoming instalment</td>
</tr>
</tbody>
</table>

13.11.4 You are advised to take note of the charging arrangement for administrative fee as set out in paragraph 4.2 above. Repayment of the NLSPS loan in a lump sum on or before 30 November can save the administrative fee for the ensuing academic year.

13.11.5 You are advised to submit a request for early repayment of NLSPS loan after careful consideration. If you cancel and make another request for early repayment of loan within the same month, the SFO may consider not accepting the second/ revised application. If you have fully settled the early partial / lump sum repayment demand note, cancellation request to ask for refund of the sum of early partial/ lump sum repayment will not be accepted.

13.12 Any partial repayment made by you which does not discharge in full any amount due and payable shall be applied in or toward the discharge of: firstly the outstanding annual administrative fee, secondly (any balance thereof) the overdue interest, thirdly (any balance thereof) the interest accrued, fourthly (any balance thereof) the overdue principal portion of the loan, and finally all costs incurred by the Government for the recovery of the overdue amount and enforcement of the “Undertaking” and the “Deed of Indemnity”.

Part I – General Information
13.13 For repayment by post, the postmark date will be regarded as the repayment date for the purpose of charging overdue interest. Underpaid mail items will be returned to the sender (with return address) or disposed of (without return address) by the Hongkong Post. Please ensure your mail items bear sufficient postage with return address before posting. For repayment via internet online banking payment services, the actual date the bank effects its payment will be regarded as the repayment date for the purpose of charging overdue interest.

13.14 Any repayment or overpayment made by you before the instalment due date will be applied to repay the forthcoming instalment(s) according to the repayment schedule until the amount is exhausted. Interest payable for those instalments will not be reduced or exempted.

13.15 Loan borrowers are required to make repayments on time. If you plan to leave Hong Kong on or before the repayment due date, you are required to make prior repayment arrangement before leaving Hong Kong. If you intend to leave Hong Kong for a period longer than three months or to emigrate, you are required to notify the SFO immediately. Upon receipt of such notification, unless the SFO has otherwise come to an agreement with you concerning the repayment schedule of the loan or unless the SFO is satisfied that you shall be able to continue to repay the loan based on the original repayment schedule, the SFO could demand your immediate repayment of all outstanding balance of the NLSPS loan, interest, overdue interest (if any), administrative fee (if any) and any recovery expenses. Under whatever circumstances, you have to repay the instalment due on or before the due date; if the repayment is not made after the instalment becomes due, you will be required to repay with the Government the amount of the overdue instalments, interest, overdue interest (if any), administrative fee (if any) and any recovery expenses.

13.16 You and/or your indemnifier are required to notify the SFO immediately in writing of any change of your and/or your indemnifier’s correspondence address or other contact information, including mobile phone number, email address or fax number. For any changes in correspondence address, you and/or your indemnifier are required to provide a photocopy of documentary evidence showing the updated address in the past three months. Post Office Box numbers, Public Letter Boxes, care of address or student hostels will not be accepted as valid address. Documentary evidence of address should be letters issued by government bureaux/departments, public organisations/utilities or commercial organisations. If necessary, you and/or your indemnifier may be required to produce the documentary evidence in originals. You and/or your indemnifier should use the amendment form [FASP/1C/1A] for change of applicant’s personal particulars and/or form [FASP/IDM/INFO/E] for change of indemnifier’s personal particulars. The amendment forms can be downloaded from the SFO website at http://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlspsl/application/forms.htm.

13.17 You are required to procure immediately or otherwise upon the first repayment notification of the SFO another alternative indemnifier located in Hong Kong and acceptable to the Government to execute the indemnity in favour of the Government in the event that your indemnifier intends to leave or has already left Hong Kong for a period longer than three months or to emigrate or has already emigrated failing which the SFO has the power to demand you immediate repayment of all outstanding balance of the NLSPS loan, interest, overdue interest (if any), administrative fee (if any) and any recovery expenses.
13.18 If after your indemnifier signed the “Deed of Indemnity”,
   (a) he/she becomes incapable of fulfilling the obligations under the “Deed of Indemnity”; or
   (b) he/she deceased; or
   (c) you are aware that a bankruptcy petition is filed by or presented against him/her or a bankruptcy order is made against him/her; or
   (d) he/she applies for an IVA; or
   (e) you are aware that a receiver, administrator, administrative receiver, trustee or similar officer has been appointed over any or all of his/her assets; or
   (f) he/she is involved in any litigation, arbitration or administrative proceedings (whether inside or outside Hong Kong) or if there is any claim (whether inside or outside Hong Kong) against him/her or any of his/her assets,

You and/or your indemnifier is/are obliged to notify the SFO in writing immediately. You are also required to procure and provide full particulars of an alternative indemnifier located in Hong Kong to replace the original one upon occurrence of any of the above circumstances. The alternative indemnifier (if accepted by the Government) shall act in substitution and shall execute similar “Deed of Indemnity”.

13.19 If you have obtained loans for different courses, or for the same course under different financial assistance/loan schemes administered by the SFO, separate loan accounts will be created. Interest and administrative fee (if applicable) will be calculated separately for each account. Request for merging loan accounts will not be accepted.

13.20 In case of any breach of any of the terms and conditions of the NLSPS loan or late repayment of any instalment due, the SFO has the power to demand you and/or indemnifier(s) immediate repayment of all outstanding balance of the NLSPS loan, interest, overdue interest (if any), administrative fee (if any) and any recovery expenses (including legal costs and related expenses in the course of legal recovery actions). The SFO also has the power to withhold the consideration and processing of your other financial assistance/loan applications and/or various applications relating to loan repayment under different financial assistance/loan schemes administered by the SFO; and to demand you and/or your indemnifier(s) immediate repayment of all outstanding balance of loan(s), interest (if any), overdue interest (if any)/surcharge (if any), administrative fee (if any) and any recovery expenses in relation to other course(s) taken by you notwithstanding that they have not become due under the terms of such loan(s).
14. DEFERMENT OF LOAN REPAYMENT

14.1 If you have difficulties in repaying the NLSPS loan(s) due to further full-time study, financial hardship or serious illness, you may apply for deferment of loan repayment. For deferment of loan repayment on the grounds of financial hardship or serious illness, in case you have not opted for the standard repayment period of 15 years, the repayment period of your loan will initially be extended to 15 years for calculation when your application is being processed. The SFO will consider each application on its own merits. Application for deferment of loan repayment should be submitted in writing, together with the necessary documentary proof, to the SFO before the due date(s) of the instalment(s) under application. For application by fax or by email, the date of receipt of the fax or email will be considered to be the date of application. For application by post, the postmark date on the envelope will be regarded as the date of application. Relevant application forms are available at the SFO. You may also download the application form concerned from the SFO website at http://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsp/loanrepayment/difficulties/forms.htm. Application for deferment of loan repayment is only applicable to the total amount due for repayment, which may comprise administrative fee(s), if any, interest(s) and outstanding principal(s). Application for deferment of only a part of the repayment amount will not be acceded to.

14.2 Save for the circumstance specified in paragraph 14.3 below, interest will accrue over the deferment period. The deferred loan may be repaid on a revised schedule with fewer numbers of instalments and at a larger amount or on any other terms as decided by the SFO. Interest accrued during the deferment period will be capitalised and form part of the outstanding principal for calculation of the amount to be repaid in the remaining instalments. In addition, for deferment of more than 12 calendar months, the interest accrued during the deferment period will be capitalised once every 12 calendar months. Loan recipients who have been granted approval for deferment of the NLSPS loan repayment are still required to pay the administrative fee during the period of deferment.

14.3 To alleviate the financial burden of loan borrowers with proven repayment difficulties, loan borrowers whose application for deferment has been approved may be eligible for interest-free deferment and extension of the entire loan repayment period, subject to a maximum of 2 years (i.e. the entire repayment period will be up to 17 years). If loan borrowers have benefited from the one-off relief measure on deferment of loan repayment introduced in August 2009 and exhausted the 2-year interest-free extended repayment period, their loan account will not be eligible under this arrangement. If a loan borrower has more than one loan account, the eligibility for this arrangement will be considered on individual loan account basis.

15. HANDLING OF PERSONAL INFORMATION

15.1 The personal data provided by you under paragraph 8.1 hereof, and in any other document(s) that may be required by the SFO will be used by the SFO or other Government bureaux and departments or their advisory bodies or agencies, and your institution relating to the following purposes:

(a) processing and counter-checking of your application for loans under the Non-means-tested Loan Scheme for Post-secondary Students;
(b) processing and counter-checking of your application for financial assistance under the Financial Assistance Scheme for Post-secondary Students, if any;
(c) processing and counter-checking of your application for student travel subsidy under the Student Travel Subsidy Scheme, if any;
(d) repayment of loans, recovery of overdue repayment, overpayment of assistance/loan and any cost arising therefrom;
(e) administration and maintenance of your loan account(s) and recovery of debt;
(f) matching of the personal data provided against other databases maintained by the SFO, your institution or government bureaux and departments as may be required;
(g) activities/matters related to the communication or exchange of views with applicants for the purpose of scheme administration;
(h) detection of fraud; and
(i) statistics and researches.

15.2 The personal data which you have provided in the application form, the “Undertaking”, the “Deed of Indemnity”, the “Student, Indemnifier and Witness Details Input Forms”, and any other documents as required by the SFO may be disclosed to other Government bureaux and departments or relevant non-Government organisations or bodies and your institution:
(a) for the purposes mentioned in paragraph 15.1 above; or
(b) where such disclosure is authorised or required by law.

15.3 If necessary, the SFO will contact your institution, other Government bureaux and departments and organisations to request for the provision of personal data to the SFO for the verification of the personal data provided in the application form, the “Undertaking”, the “Deed of Indemnity”, the “Student, Indemnifier and Witness Details Input Forms”, and any other documents as required by the SFO for the purposes mentioned in paragraph 15.1 above. For reference and record purpose, the SFO may also notify your institution of your application result and/or your NLSPS loans offered/paid under the NLSPS.

15.4 If necessary, the SFO will contact you, your indemnifier(s) and/or witness(es) direct to verify the personal data provided in the application form, the “Undertaking”, the “Deed of Indemnity”, the “Student, Indemnifier and Witness Details Input Forms”, and any other documents as required by the SFO for the purposes mentioned in paragraph 15.1 above.

15.5 You, your indemnifier(s) and your witness(es) have the right to access to and make corrections to the personal data provided by them in the application form, the “Undertaking”, the “Deed of Indemnity”, the “Student, Indemnifier and Witness Details Input Forms”, and any other documents as required by the SFO which is/are retained by the SFO.

15.6 In connection with your loan application, personal data access and/or correction request shall be made in writing to:

Assistant Controller (Administration)
Student Finance Office
Working Family and Student Financial Assistance Agency
12/F Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road
Kowloon
(Fax No.: 2519 3857)
15.7 Besides, once legal proceedings are instituted against a student loan defaulter with the issue of a claim form in the Small Claims Tribunal or a writ of summons in higher court, some cases information, e.g. name and address of the student loan defaulter, case nature, etc., will become public. Your special attention is drawn to the following clauses of the “Code of Practice on Consumer Credit Data” (the Code) issued by the Office of the Privacy Commissioner for Personal Data (PCPD) –

(a) According to clause 3.1.3A of the Code, a Credit Reference Agency (CRA) may, for the consumer credit reference service which it provides, collect public record and related data, being data in official records that are publicly available relating to any action for the recovery of a debt or judgements for monies owed entered against the individual, and any declaration or discharge of bankruptcy appearing on official records or as notified to the CRA by the individual pursuant to clauses 3.3.2 and 3.4B.2.

(b) According to clause 3.6.1 of the Code, where a CRA has collected any consumer credit data other than account data or mortgage account general data, it may thereafter retain such public record and related data under clause 3.1.3A (except data relating to a declaration or discharge of bankruptcy) for a period of 7 years from the date of the event shown in the official record.

For the full version of the Code, please visit the website of the PCPD at https://www.pcpd.org.hk/english/data_privacy_law/code_of_practices/files/CCDCode_2013_e.pdf.

16. IMPORTANT MATTERS

16.1 You must complete the application documents FULLY and TRUTHFULLY. Any misrepresentation or omission may lead to disqualification from application and/or full recovery of loan(s) already offered to you, and court proceedings. It is an offence to obtain property or pecuniary advantage by deception. Any person who does so commits an offence and shall be liable on conviction upon indictment to imprisonment for 10 years under the Theft Ordinance (Chapter 210 of the Laws of Hong Kong). If any person being required or authorised by law to make any statement on oath for any purpose and being lawfully sworn (otherwise than in a judicial proceeding) wilfully makes a statement which is material for that purpose and which he knows to be false or does not believe to be true, he shall be guilty of an offence and shall be liable on conviction upon indictment to imprisonment for 7 years and to a fine under the Crimes Ordinance (Chapter 200 of the Laws of Hong Kong).

16.2 The SFO reserves the right to cancel, reduce or recover, in full or in part, any award that has been made or is to be made to you as the SFO considers justified or when the SFO discovers that incomplete or inaccurate information has been given by you in the application documents. Please make sure that the information provided in the application form, the “Undertaking”, the “Deed of Indemnity” and the “Student, Indemnifier and Witness Details Input Forms”, including all the related documents submitted mentioned in the Notice of Offer, are true, correct and complete. Legal action will also be taken against those suspected of obtaining or attempting to obtain money by deceit.
16.3 If you have previously applied for any financial assistance schemes for post-secondary studies from the SFO (including Tertiary Student Finance Scheme - Publicly-funded Programmes (TSFS), Non-means-tested Loan Scheme for Full-time Tertiary Students (NLSFT), FASP, NLSPS and Student Travel Subsidy (STS) for Tertiary or Post-secondary Students), your correspondence address under the above mentioned financial assistance schemes will also be updated in accordance with the correspondence address provided in your latest application for financial assistance in the 2019/20 academic year.

16.4 Before full settlement of your loans, should there be subsequent changes in your institution and/or course of study, tuition fee payable, your name, residential address, correspondence address, bank account number, residential phone number or other contact phone number that will affect your loan applications/ disbursements/ repayments, you should immediately notify the SFO in writing. You should use the amendment form [FASP/C/1A (2019) (applicable to change of applicant’s personal particulars) or FASP/C/1B (2019) (applicable to change of institution/course data)] for the purpose. The amendment forms can be downloaded from the SFO website at http://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsps/application/forms.htm. Failure in timely provision of changes of information to the SFO will cause delay in processing your application or making payment to your institution or lead to additional loan being drawn down and extra interest accrued therefrom.

16.5 Once your loans have been drawn down, should there be any changes in your study status (such as change in expected graduation date, withdrawal of study, continuing study after completion of the programme which has been granted the loans, etc.), you should immediately notify the SFO by submitting the duly completed “Notification of Change of Study Status” form [SFO303_E]. The form can be downloaded from the SFO website at http://www.wfsfaa.gov.hk/sfo/en/postsecondary/nlsps/application/forms.htm. Timely provision of updated information is important as it may affect the activation date of your loan repayment and interest to be incurred.

16.6 Any successful applicant who withdraws from the course before its completion for any reasons other than those acceptable to the SFO will be required at the discretion of the SFO to refund, in full or in part, any NLSPS loan which has been made to him/her for the said course together with the interest accrued thereon.

16.7 You are required to notify the SFO in writing immediately if a bankruptcy petition is filed by you or presented against you or a bankruptcy order is made against you or you have applied/am applying for an IVA or legal proceedings have been commenced (or are pending or being threatened) against you or any of your assets or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer over any or all of your assets.

16.8 If you and/or your indemnifier has/have any arrears of grant and/or loan and/or subsidy under any financial assistance/loan scheme administered by the SFO, or you and/or your indemnifier has/have previously failed to comply with the terms and conditions of any financial assistance/loan scheme administered by the SFO, the SFO reserves the right to withhold the processing of your application or disbursing of loan to you.

16.9 The terms and conditions applicable to the NLSPS loan may be altered and supplemented at any time by the SFO and shall be deemed incorporated and form part of the terms and conditions. The altered version will be uploaded to the SFO website.
17. REVIEW MECHANISM

17.1 Unsuccessful applicants under the NLSPS may apply for a review of their applications by writing to the SFO providing detailed justifications and any documentary evidence in support of their applications. The SFO will review the case based on the information provided. Under normal circumstances, the SFO will issue the result within 3 weeks from the date of receipt of your application that contains complete information.
18. ENQUIRIES

18.1 For enquiries about the NLSPS, please contact the SFO:

Address: Non-means-tested Loan Scheme Section
Student Finance Office
Working Family and Student Financial Assistance Agency
Room 1204, 12/F, Cheung Sha Wan Government Offices
303 Cheung Sha Wan Road, Kowloon

Office hours:
Mondays to Fridays 8:45 a.m. - 1:00 p.m.
2:00 p.m. - 5:45 p.m.
(Closed during lunch hour from 1:00 p.m to 2:00 p.m.)

(Closed on Saturdays, Sundays and public holidays.)

24-hour automated enquiry hotline: 2802 2345

SFO E-link – My Applications: http://ess.wfsfaa.gov.hk
SFO E-link: http://e-link.wfsfaa.gov.hk
E-mail address: wg_sfo@wfsfaa.gov.hk

Other enquiry telephone numbers:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Telephone Number (Office Hours)</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-means-tested Loan Scheme for Post-secondary Students</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– Application Processing Unit</td>
<td>2150 6222</td>
<td>3101 1908</td>
</tr>
<tr>
<td>Financial Assistance Scheme for Post-secondary Students</td>
<td></td>
<td></td>
</tr>
<tr>
<td>– Application Processing Unit</td>
<td>2150 9000</td>
<td>2157 9520</td>
</tr>
<tr>
<td>Non-means-tested Loan Scheme for Post-secondary Students / Financial Assistance Scheme for Post-secondary Students</td>
<td>3755 3155</td>
<td>2157 9532</td>
</tr>
<tr>
<td>– Offer Calculation and Notification Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-means-tested Loan Scheme for Post-secondary Students / Financial Assistance Scheme for Post-secondary Students</td>
<td>3102 3027 / 3102 3026</td>
<td>2511 2657</td>
</tr>
</tbody>
</table>
19. USEFUL LINKS/FORMS AND DOCUMENTS AVAILABLE FROM SFO WEBSITE

19.1 You can obtain the information about the NLSPS or download the forms under the NLSPS through the following paths:

<table>
<thead>
<tr>
<th>Website/Form/Document</th>
<th>Form Number</th>
<th>Path</th>
</tr>
</thead>
<tbody>
<tr>
<td>(iii) Online Demonstration of Submitting Online Application under NLSPS</td>
<td>-</td>
<td><a href="https://ess.wfsfaa.gov.hk/demo/en">https://ess.wfsfaa.gov.hk/demo/en</a></td>
</tr>
<tr>
<td>(v) Checklist of Supporting Documents</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>(viii) Undertaking for the NLSPS</td>
<td>SFO 161 (2019)</td>
<td></td>
</tr>
<tr>
<td>(ix) Deed of Indemnity under the NLSPS</td>
<td>SFO 162 (2019)</td>
<td></td>
</tr>
<tr>
<td>(x) Student, Indemnifier and Witness Details Input Form (Form A and Form B)</td>
<td>SFO 163A / 163B (2019)</td>
<td></td>
</tr>
<tr>
<td>(xi) Application for a Second NLSPS Loan</td>
<td>NLSPS 166 (2019)</td>
<td></td>
</tr>
<tr>
<td>(xiii) Notification of Change of Institution / Course Data</td>
<td>FASP/C/1B (2019)</td>
<td></td>
</tr>
<tr>
<td>(xiv) Notification of Change of Indemnifier’s Personal Particulars</td>
<td>FASP/IDM/INFO/E</td>
<td></td>
</tr>
<tr>
<td>(xv) Notification of Change of Study Status (Only applicable to student loan borrower whose loan(s) has been paid)</td>
<td>SFO303_E(Rev. 9/2017)</td>
<td></td>
</tr>
<tr>
<td>(xix) NLSPS Repayment Calculator</td>
<td>-</td>
<td><a href="http://e-link.wfsfaa.gov.hk">http://e-link.wfsfaa.gov.hk</a></td>
</tr>
</tbody>
</table>

19.2 Please retain a copy of the Application Guidance Notes for reference.

End of Part I
Part II – How to Complete and Submit the Online Application Form

1. SFO E-link – My Applications

You must complete and submit the application for NLSPS online through “SFO E-link – My Applications”.

You can enter the website of http://ess.wfsfaa.gov.hk directly to access the page of “SFO E-link – My Applications” or link to access the page through the following:
(a) Homepage of the Student Finance Office (http://www.wfsfaa.gov.hk/sfo)
(b) Online services of your “MyGovHK” account

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1 If you are first time user of “SFO E-link – My Applications”, you have to create or log on “MyGovHK” account and carry out the registration procedures. Please refer to Appendix 1 in Part III of this Guidance Notes (Registration Guidelines) for details.

2 If you have completed the registration procedure, please select the language of the application form at the upper right corner and then choose “New Applications” from the menu on the left to start filling in the application form. You can change the language of the application form before the application form is submitted.

3 You can save and exit the application which is in progress and select “Retrieve/Delete Incomplete Application(s)” later to continue filling in the application form. If you wish to cancel the incomplete application, you can also click here to delete the application. Please note that all incomplete applications for the NLSPS for the 2019/20 academic year will only be kept until 15 January 2020. These applications will be deleted automatically after the said date.

4 You can select “Application Form(s) Submitted” to retrieve the online application(s) submitted for reference.

5 You can select “Form(s) Download” to download the common forms.

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End of Part II

NLSPS/1B(2019)
Application for Use of the Life-time Loan Limit under the ENLS

致：在職家庭及學生資助事務處 學生資助處 免人息審查貸款計劃

To: Non-means-tested Loan Schemes Section
Student Finance Office, Working Family and Student Financial Assistance Agency
Room 1204, 12/F, Cheung Sha Wan Government Offices, 303 Cheung Sha Wan Road, Kowloon

申請使用「擴展的免人息審查貸款計劃」終身貸款限額
APPLICATION FOR USE OF THE LIFE-TIME LOAN LIMIT UNDER THE EXTENDED NON-MEANS-TESTED LOAN SCHEME

本人正將申請「全日制大專學生免人息審查貸款計劃」／「專上學生免人息審查貸款計劃」的貸款修讀學年的課程，由於本人在「全日制大專學生免人息審查貸款計劃」及／或「專上學生免人息審查貸款計劃」合併終身貸款限額的餘額不足以支付應繳學費全額，本人現申請使用本人在「擴展的免人息審查貸款計劃」下的終身貸款限額。

I have applied/shall apply for loan under the Non-means-tested Loan Scheme for Full-time Tertiary Students (NLSFT) the Non-means-tested Loan Scheme for Post-secondary Students (NLSPS) to pursue a study programme in the ________ academic year. As the balance of my combined life-time loan limit under NLSFT and NLSPS is insufficient to settle the full amount of tuition fees, I wish to apply for using my life-time loan limit under the Extended Non-means-tested Loan Scheme (ENLS).

甲部 個人資料
Part A Personal Particulars

<table>
<thead>
<tr>
<th>英文姓名</th>
<th>中文姓名</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Name in English:</td>
<td>Name in Chinese:</td>
</tr>
<tr>
<td>香港身份證號</td>
<td>電話號碼</td>
</tr>
<tr>
<td>HKID Card No.</td>
<td>Contact Telephone No.</td>
</tr>
</tbody>
</table>

乙部 課程資料
Part B Information on Course

院系名稱
Institution:

院系課程名稱
Institution Course Name:

全年學費
Annual Tuition Fees Payable:

本人確定本人並未獲取任何學士學位。
I certify that I have NOT obtained any qualifications for a degree-level study. *Note 1

丙部 申請款額
Part C Amount Applied *Note 2

本人申請使用「擴展的免人息審查貸款計劃」終身貸款限額為港幣__________元。
I wish to apply for using HK$ ________ of my ENLS life-time loan limit.

申請人簽署 Signature of Applicant: __________

日期 Date: __________

注意事項 Important Note
1. 本條的申請款額，一經批准後，便會在申請人的「擴展的免人息審查貸款計劃」下的終身貸款限額扣除。

The amount applied in Part C once approved and disbursed will be deducted from the applicant’s life-time loan limit under ENLS.

2. 申請款額以港幣 100,000 元，或合併終身貸款限額的餘額為上限，以最低者為準。

The amount applied is capped at HK$100,000, or the amount required for settling the tuition fee after exhaustion of the combined life-time loan limit, whichever is the lowest.

*Note 1: 申請人確定：I certify that I have NOT obtained any qualifications for a degree-level study.

*Note 2: 申請款額：Amount Applied

--- End of Part III ---

NLSPS/1B(2019)