

ROE Secure Automated Transfer Addendum

1. _____ [insert Employer Client name] ("Client") hereby authorizes the Service Provider to act on its behalf to submit Records of Employment (hereinafter "ROEs") in compliance with section 19 of the *Employment Insurance Regulations* (or any successor thereto) by using the Government of Canada's Public Key Infrastructure ("PKI") technology provided by Public Works and Government Services Canada ("PWGSC") to encrypt and sign ROEs to be submitted to the Canada Employment Insurance Commission (the "Commission") on behalf of its employees.
2. The parties agree that the Service Provider will submit ROEs to the Commission on behalf of the Client, in order that the Client meet its obligations under the *Employment Insurance Act and Regulations*, as follows:
 - a. the Client will be responsible for the integrity and accuracy of the data provided to the Service Provider for the purpose of submitting the ROEs on its behalf and will retain a copy of the data sent to the Service Provider, which is used to prepare the ROEs;
 - b. Client will be responsible for any amendments it makes to the data provided to the Service Provider;
 - c. the Client shall retain the final payroll information in support of the ROEs issued for a period of at least 6 years and the Service Provider shall retain the final payroll information in support of the ROEs issued for a minimum period of at least 2 years;
 - d. The Service Provider will provide a copy of the submitted ROEs to the Client. Any discrepancies or inaccuracies in the ROEs must be corrected by Client and resubmitted electronically;
 - e. Client recognizes that only complete ROE's will be transmitted to the Commission. All data fields must be completed and must pass system edits to be deemed complete; and
 - f. In respect of its employees' interruption in earnings, the Client Employer undertakes to: submit electronic ROEs to the Commission via the Service Provider; and retain a copy for its own records in accordance with and in fulfillment of its obligations under subsection 19(3.1) of the *Employment Insurance Regulations* and subsection 87(3) of the *Employment Insurance Act*."
3. The Client will take full responsibility for the data contained in the ROEs issued by the Service Provider provided that the Service Provider utilized the Client data therein. The Client is deemed to have signed and issued

NOTE: The foregoing terms are required by an agreement between the Service Provider and the Commission, and, as such, will not be subject to negotiation or modification by Client.

the ROEs upon the Service Provider digitally signing the transmission to the Commission.

4. The Client provides its consent that the Service Provider may provide to the Commission and the Commission may collect and use identifying information, being the name of the Client and its province of operation, and if required, its Business Number issued by the Canada Revenue Agency, for the purposes of communicating securely with the Commission and identifying any ROEs submitted by the Service Provider on behalf of the Client.
5. The Client and the Service Provider agree that the Commission may obtain a copy of this Addendum and/or other documentation confirming the Service Provider authorization to file ROEs on behalf of the Client upon reasonable notice, which may be provided by either Client or the Service Provider.
6. Upon request of a Client, the Service Provider will make available to the Client a copy of the Agreement between the Service Provider and the Commission which sets out the terms and conditions according to which the Service Provider may use the PKI technology for submitting ROEs on-line to the Commission on behalf of the Client.
7. This Addendum and the Agreement between the Service Provider and the Commission, are "records" within the meaning of the *Employment Insurance Act*.
8. This Addendum is an Addendum to, and shall be deemed part of and subject to, the standard terms and conditions or other service agreement currently in place between the Service Provider and Client regarding employer services.

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“Payroll Service Provider”

“CLIENT”

Payroll Service Provider

_____ [please type or print full legal name of Client above]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 20____

Date: _____, 20____

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