



Annex A

Letter of Agreement between Client Employer and Payroll Processor

1. _____ hereby authorizes _____, as a payroll Payroll Processor, to act on its behalf to submit Records of Employment in compliance with section 19 of the *Employment Insurance Regulations* by using the ROE Web program, a secure Internet-based application, developed by the Employment Insurance Commission of Canada, (the “Commission”) which permits employers to submit and access Records of Employment using the Government of Canada’s Government On Line Public Key Infrastructure (GOL PKI) technology. The use of the ROE Web program will be done in accordance with the Agreement between the Payroll Processor and the Commission.
2. The parties agree that the Payroll Processor will submit Records of Employment to the Commission on behalf of the Client Employer, in order that the Client Employer meet its obligations under the *Employment Insurance Act and Regulations*, as follows:
 - a. the Client Employer will be responsible for the integrity and accuracy of the data provided to the Payroll Processor for the purpose of submitting the ROEs on its behalf and will retain a copy of the data sent to the Payroll Processor, which is used to prepare the ROEs;
 - b. the Client Employer may access ROEs that the Payroll Processor has submitted on their behalf or ROEs it is entitled to access pursuant to the terms of the agreement. Access to or use of ROEs not expressly authorized by this agreement may constitute an offence under the provisions of the *HRSD Act*.
 - c. the Payroll Processor will obtain the concurrence of the Client Employer for any amendments it makes to the data provided by the Client Employer;
 - d. the Client Employer and Payroll Processor shall retain the final payroll information in support of the ROE issued;
 - e. upon submission of the ROE to the Commission, the Payroll Processor will provide a copy of the submitted ROE to the Client Employer for final verification. The Client Employer shall report any discrepancies or inaccuracies in the ROE immediately to the Payroll Processor for appropriate action;
 - f. the Client Employer undertakes to provide its employees with one copy of the same ROEs submitted in respect to their disruption in earnings and will retain one copy for its own records in accordance with and in fulfillment of its obligations in section 19 of the *Employment Insurance Regulations*.
3. The Client Employer will take full responsibility for the data contained in the ROEs issued by the Payroll Processor provided that the Payroll Processor utilized the Client Employer data therein. The Client Employer is deemed to have signed and issued the ROEs upon the Payroll Processor digitally signing the transmission to the Commission.
4. The Client Employer provides its consent that the Payroll Processor may provide to the Commission and the Commission may collect and use identifying information, being the name of the Client Employer 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 ROE submitted by the Payroll Processor on behalf of the Client Employer using the ROE Web Program.
5. The Client Employer and the Payroll Processor agree that the Commission may have a signed copy of this Letter of Agreement and a signed copy of their service agreement upon reasonable notice.
6. The Payroll Processor will provide the Client Employer with a copy of the Agreement between the Payroll Processor and the Commission which sets out the terms and conditions according to which the Payroll Processor may use the ROE Web Program for submitting ROE on line to the Commission on behalf of the Client Employer.
7. The Letter of Agreement, the Agreement between the Payroll Processor and the Commission, and the Service Agreement between the Payroll Processor and the Client Employer are “records” within the meaning of the *Employment Insurance Act* and the Client Employer must retain copies of those “records” in compliance with the Act.



Client Employer Information

Number of Employees: _____ **Company Name:** _____

Contact Name: _____

Email: _____

Tel. Number: () _____ **Fax Number:** () _____

Address Line 1: _____
(to appear on the ROE)

Address Line 2 : _____

City : _____

Province/State : _____ **Postal/Zip Code:** _____

Client Employer CRA Business Number(s)

No. of Employees	CRA	RP	No. of Employees	CRA	RP

Payroll Processor Information

Company Name: _____

CRA BN: _____

Contact Name: _____

Tel. Number: () _____ **Fax Number:** () _____

Signature Information

<p>For Client Employer</p> <p>_____</p> <p>Name (please print)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p>_____</p>	<p>For Payroll Processor</p> <p>_____</p> <p>Name (please print)</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p>_____</p>
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