



uOttawa

L'Université canadienne
Canada's university

Locking-in Transfer Agreement

THIS AGREEMENT made this _____ day of _____ 20__ **BETWEEN:**

UNIVERSITY OF OTTAWA

hereinafter referred to as the “**University**”

- and -

(Name of member)

hereinafter referred to as the “**Member**”

- and -

(Name of Trustee)

hereinafter referred to as the “**Trustee**”

WHEREAS the **Member** has accumulated certain funds to his credit in the *Pension Plan for the Members of the Association of Part Time Professors of the University of Ottawa (1991)*, hereinafter referred to as the “Plan”;

AND WHEREAS the said **Member** wishes to transfer all or part of the funds to his credit in the Plan to a Registered Retirement Savings Plan or a Registered Pension Plan in his name with the **Trustee**;

AND WHEREAS the Plan does not allow transfers from the said Plan unless a **locked-in** provision is in effect in accordance with Section 9.4 of the Plan and the Pension Benefits Act, R.S.O. 1990 Chap. P.8.

NOW THEREFORE it is agreed between the Parties hereto as follows:

1. University of Ottawa hereby agrees to transfer the funds to the credit of the **Member** in the Plan to a Registered Retirement Savings Plan or a Registered Pension Plan in his name with the **Trustee**.

2. The **Trustee** hereby agrees to ensure and acknowledges that the funds transferred to the Registered Retirement Savings Plan or a Registered Pension Plan in the name of the **Member** will be used exclusively for the purpose of a retirement benefit for the said **Member**, which benefit may never be commuted, surrendered, assigned or alienated during the lifetime of the **Member**.

3. Furthermore, the **Trustee** agrees to administer the said Registered Retirement Savings Plan or Registered Pension Plan in such a manner that it may never be de-registered nor will it be transferred to another Registered Retirement Savings Plan or Registered Pension Plan unless the conditions contained herein are applied to the subsequent Registered Retirement Savings Plan or Registered Pension Plan with respect to the funds transferred. The account must be managed on a locked-in basis.

4. The **Member** hereby releases and forever discharges the University of Ottawa and its successors of and for all matters of action, causes of action, covenants, suits, debts, dues, accounts, contracts, claims and damages whatsoever which the said **Member** ever had and now has against the University of Ottawa respecting the Plan.

5. The **Member** hereby declares that he/she is not, as of the date of this Agreement, a party to a separation agreement with his/her spouse or subject to a divorce proceeding or divorce judgment.

IN WITNESS WHEREOF the said parties have hereunto set their hands.

SIGNED AND DELIVERED

in the presence of

UNIVERSITY OF OTTAWA

PER: _____

(Name of the Trustee)

(Name of official representative)

(Address of Trustee)

(Signature of official representative)

(Signature of member)

University of Ottawa
Human Resources Service, 550 Cumberland, Room 019, OTTAWA ON K1N 6N5