Public Reporting Burden Statement: This collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

DEPOSITORY AGREEMENT

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Banking Accounts

This Agreement entered into this _____day of _____, 20____, between _____(herein called the "Recipient"), [a [federally recognized or state recognized] Indian tribe; an Indian Housing Authority created under [tribal or state] law; or an entity created under [tribal or state] law providing for housing authorities or housing entities for Indians] and _____ (herein called the "Depository") located at:
_____.

Witnesseth:

Whereas, the United States Department of Housing and Urban Development (herein called "HUD") has entered into one or more grant agreements (herein called NAHASDA Grant Agreement") with the Recipient for the purpose of funding affordable housing activities under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 et seq.) (herein called "NAHASDA");

Whereas, the Recipient may borrow funds for affordable housing activities which HUD guarantees under the Title VI of NAHASDA pursuant to a guarantee contract (herein called "Guarantee Contract");

Whereas, the Recipient may establish an investment account to invest Indian Housing Block Grant funds for the purpose of carrying out affordable housing activities under NAHASDA;

Whereas, the Recipient is required to hold funds for investment in an account subject to an agreement in a form prescribed by HUD;

Whereas, the Recipient may establish and maintain a separate reserve account only for the purpose of accumulating amounts for administration and planning relating to affordable housing activities under NAHASDA;

Whereas, the Recipient may invest funds in a reserve account only in Investments prescribed by HUD subject to an agreement in a form prescribed by HUD;

Whereas, the Recipient must ensure that any interest or dividends earned on funds in a reserve account that is deemed non-program income in accordance with 24 C.F.R. § 1000.239 are tracked and accounted for separately from the Indian Housing Block Grant funds deposited in the reserve account;

Whereas, the Recipient may only invest in the following (herein collectively called "Investments prescribed by HUD"): obligations of the United States; obligations issued by United States Government sponsored agencies; securities that are guaranteed or insured by the United States; mutual (or other) funds registered with the Securities and Exchange Commission and which invest only in obligations of the United States or securities that are guaranteed or insured by the United States; and

Whereas, the Depository desires to perform certain banking services for the Recipient in accordance with the terms of this Agreement.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The Depository shall ensure that its banking accounts are continuously insured by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or an insurance organization specifically approved by the Secretary of the U.S. Treasury Department under Title 31, CFR, Part 226 (each, a "Federal Insurance Organization").

2. All monies deposited by the Recipient with the Depository shall be credited to the Recipient in a separate interest bearing deposit or interest bearing accounts, designated: **[enter account name(s) and/or account number(s)] _____**

(herein called the "Accounts"). Any portion of Recipient funds not insured by a Federal Insurance Organization shall be fully (100%) and continuously collateralized with specific and identifiable Investments prescribed by HUD. The Depository agrees, for the purpose of insuring and guaranteeing any portion of the Recipient's funds not insured by a Federal Insurance Organization/SIPC, to pledge and, at all times while in custody of such funds, maintain the pledge of collateral security of the classes described, and under the terms and conditions set forth, in paragraph 5 of PIH Notice 96-33 (superseded by PIH 2002-13), Required HA Cash Management and Investment Policies and Procedures issued June 30, 1997, and extended on August 2, 2002, indefinitely.

The Depository agrees that, in the event of its failure to pay, when due, the whole or any part of the funds deposited in the Account(s), or in the event of the failure for any reason of the Recipient or HUD to receive promptly funds to be transmitted or otherwise handled by the Depository in the performance of its duties under this Agreement, or in the event that the Depository shall otherwise violate or fail to perform any of the terms of this agreement, or in the event of the insolvency of the Depository, or the Depository shall be closed for business by law or by proper corporate action, or in the event that a receiver, or conservator, or

liquidator, or any other officer shall be appointed for the purpose of terminating the business of the Depository, HUD, without prior notice or demand, through such agents as it may designate for the purpose, may forthwith redeem or sell the pledged collateral, and any addition thereto or substitution therefore, or any part thereof, at either public or private sale or sales, and apply the proceeds of such redemption or sale or sales, after deducting all necessary or proper expense of such redemption or sale or sales, to the payment of funds deposited in the Account(s) or the repayment of funds received by the Depository for transmission or handling, or both, or any other indebtedness of the Depository to HUD by reason of this Agreement, any surplus remaining from the proceeds of the redemption or sale or sales of such investments after payment or repayment in full has been made, to be paid to the Depository.

3. Except as stated in paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase Investments prescribed by HUD with monies from the Accounts or to sell the investments, if such order or directive is in writing and signed on behalf of the Recipient by an authorized representative who is designated by resolution of the governing body of Recipient to have such authority. To assist the Depository in its obligation, the Recipient shall furnish the Depository with a certified copy of the resolution.

4. Any investments received for the Recipient or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safekeeping for the Recipient until sold. Interest or dividends on such investments and the proceeds from the sale thereof shall be deposited in the Accounts upon receipt. Where interest or dividends are earned on amounts in reserve accounts, the Recipient must ensure that such amounts may be tracked and accounted for separately from the Indian Housing Block Grant funds deposited in the reserve account. Where such funds cannot be tracked and accounted for separately, such interest and dividends earned on the investment of funds in reserve accounts must be deposited by the Depository in a separate account established for that purpose and shall be held by the Depository as custodian or trustee for the Recipient to ensure that funds with different Federal requirements are not commingled;

5. If the Depository receives written notice from HUD that no withdrawals by the Recipient from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell investments, or permit any withdrawals by the Recipient from the Accounts until the Depository is authorized to do so by written notice from HUD. In addition, upon written demand from HUD, the Depository shall pay to HUD funds from the Accounts, which may be the entire amount in the Accounts. HUD may only demand funds from the account in accordance with the requirements of 24 CFR
§1000.532 or, in the event of default, pursuant to the Guarantee Agreement.

6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the NAHASDA Grant Agreement and Guarantee Agreement, and shall be under no duty to investigate or determine whether any actions taken by either the Recipient or HUD in respect of the Accounts are consistent with or are authorized by the

NAHASDA Grant Agreement or Guarantee Agreement or whether either the Recipient is in default or noncompliance with the NAHASDA Grant Agreement or Guarantee Agreement. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate, notice, or demand furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed.

7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the Recipient and HUD. This Agreement may be terminated by either party hereto upon thirty days written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in paragraph 5.

8. HUD is intended to be a third-party beneficiary of this Agreement and certain provisions to this Agreement are for the benefit of HUD and HUD may sue to enforce its provisions and to recover damages for any failure to carry out its terms.

9. The Recipient shall submit a fully executed copy of this Agreement to HUD within 30 business days of the Agreement's execution.

10. The Depository shall promptly notify the Recipient of the deposit or credit of any monies to the Accounts.

11. The provisions of this Agreement may not be modified by either party without the prior written approval of HUD.

12. (For use only in those states that have laws prohibiting the Recipient from implementing paragraph 2.) **NOTE:** Strike paragraph 11 if not applicable.

At no time shall the Recipient's funds in the Accounts be permitted to exceed the amount insured by a Federal Insurance Organization (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the Recipient, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the Recipient, or (b) on behalf of the Recipient, purchase Investments prescribed by HUD. Such investments shall not be considered to be a part of the Accounts pursuant to paragraph 5 hereof but shall be held by the Depository as custodian or trustee for the Recipient in a separate account established for that purpose by the Depository (herein the "Investments Account").

The Investments Account shall be designated: **[enter account name and/or account number] _____.**

Income or other proceeds from investments held in a separate Investments Account shall, as directed by the Recipient, upon receipt, be paid to or on behalf of the Recipient; provided,

however, that such proceeds shall, to the extent consistent otherwise with the provisions of this section, be deposited in the Account. If the Depository receives written notice from HUD pursuant to paragraph 4 hereof that no withdrawals by the Recipient from the Account are to be permitted, the Depository shall not honor any directive from the Recipient to sell investments, or permit any withdrawals by the Recipient, from the Investments Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Account and the Investments Account, the Depository, except as directed in writing from HUD, shall not remit any payment to the Recipient for the purpose of limiting the amount of funds in the Account to the insured amount but shall instead purchase Investments prescribed by HUD and hold such investments in the Investments Account.

13. For purposes of notification or submission of this Agreement or other documentation to HUD, HUD shall be the Area Office of Native American Programs to which the recipient submitted its Indian Housing Plan pursuant to 24 CFR § 1000.214.

In Witness Whereof, the Recipient and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

Recipient

By:_____

Title: _____
Authorized representative

[***SEAL***]
ATTEST:

_____

Depository

By:_____

Title:_____
Authorized representative

[SEAL]

ATTEST:

_____