

# 2024 Registration and Certification Homeownership Initiatives (HOP & NIP)

## **Program Information**

FHLBank Indianapolis' (Bank) Homeownership Initiatives are available for member institutions (each such institution, a "Member") to assist first-time homebuyers with down payment and closing cost assistance and to assist owner-occupant households with eligible deferred maintenance repairs and accessibility modifications. This form is required, along with the Homeownership Initiatives Master Agreement, to participate in the programs. Please complete the form in its entirety with the proper signature.

## **Program Manager(s)**

The Program Manager(s) is the main contact from your financial institution for Bank staff communications and the contact listed on the Bank's public website, if you elect to publish your participation to be contacted by households and outside agencies regarding Homeownership Initiatives. (see Publication Consent below)

Member Institution:	
Main Address:	
Program Ma	nager(s) Information
Name and Title:	City, State:
Email Address:	Phone:
Responsib	ility: HOP NIP
Name and Title:	City, State:
Email Address:	Phone:
Responsib	ility: 🗌 HOP 🔲 NIP
contact information and program participation via t  Yes, publish member's contact information  Partnerships with 3rd Party Organizations*  If partnering with a 3rd party organization, such a	or does not consent to the Bank publishing the member's he Bank website and printed materials:  No, do not publish member's contact information as a community/senior center or non-profit, who will provide information to the public about these programs, or similar
Organization Name:	City, State:
Contact Person: Contact Phone:	
Contact Email:	Programs Covered: HOP NIP
Organization Name: City, State:	
Contact Person:	<b>Contact Phone:</b>
Contact Email:	Programs Covered: HOP NIP
Organization Name:	City, State:
Contact Person:	Contact Phone:
Contact Email:	Programs Covered: HOP NIP

\*It is the members responsibility to ensure their partners are provided with all program materials and adhere to the Program Requirements, including but not limited to, required bid and income documentation. If more than 3 partnerships, email their information to Housing@FHLBI.com.

## **Program Certifications**

Member will be responsible for all terms, conditions and requirements outlined in the AHP Implementation Plan, the *Homeownership Initiatives Master Agreement* and this *Homeownership Initiatives Registration and Certification* (together, the "Agreement") and hereby agrees to the following certifications and program updates:

- Member Eligibility. The Member certifies to be a current member of and eligible to borrow from the Bank to participate.
- Household Eligibility.
  - The Member certifies that upon enrollment, all grant recipients meet income restrictions and all other requirements, depending on the type of funding provided, as outlined in the AHP Implementation Plan and the AHP Regulation 12 CFR Part 1291 which govern these programs.
  - o For HOP recipients, the Member will ensure that HOP recipients complete the required homeownership or homebuyer counseling/education as outlined in the program guidelines of the AHP Implementation Plan.
  - For HOP grants, the Member will ensure that homebuyers meet the definition of "first-time homebuyer" as defined in the AHP Implementation Plan.
- **Financing Costs.** The rate of interest, points, fees and any other charges for all loans that are made with the program funds shall not exceed a reasonable market rate of interest, points, fees and other charges for loans of similar maturity, terms and risk.
- Property Retention Requirements. The Member certifies and acknowledges that Bank's <u>current</u> Real Estate Retention Agreement must be recorded on every property that receives a Bank grant for the purpose of <u>purchasing</u> the property. The Real Estate Retention Agreement may not be modified without prior approval from the Bank. The Member must ensure that grant recipients are adequately advised of the five-year retention period and events that may result in a recapture of the subsidy. In addition, the Member must ensure that the Real Estate Retention Agreement and settlement statements are properly executed by all owners on the legal title.
- Property Documentation Requirements. The Member must maintain project files with all applicable information for all grant recipients (regardless of whether the Member has initiated the loan), including, at a minimum, proof of income verification, recorded Real Estate Retention Agreement, settlement statements, evidence of homeownership or homebuyer counseling/education, cost validation for rehabilitation expenses and matching funds documentation.
- Fraud and Misconduct Reporting. The Member certifies that it is not aware of any instances of fraud, criminal conduct or other misconduct associated with the Bank's Homeownership Initiatives. If the Member believes that any fraud, criminal conduct or other misconduct has occurred associated with the Bank's Homeownership Initiatives, the Member shall promptly report it to: AML officer@fhlbi.com.

# FHLBI.GIVES User Registration- applicable to Homeownership Initiatives only

Please list the staff requiring access to FHLBI.GIVES for the 2024 funding round below:

Full Name	Email	Mobile Phone # (required for Duo Mobile MFA)

<sup>\*</sup>Member is responsible for updating the Bank of any changes of user information or access requirements\*

#### **Signature**

The Member represents that the undersigned is fully authorized to sign, and if accepted, agrees to the terms and conditions contained within this document. The signer below must be listed on the Member's FHLBI "Certified Resolutions for Advances." Please inquire at Housing@FHLBI.com if unsure about current authorizations.

Member Signature Printed Name Date

#### Please email the signed document to: housing@fhlbi.com

The Submitter(s) and Authorized Signer(s) designated may only access the FHLBI .GIVES platform for the purposes of the Agreement. Member shall not do any of the following, and shall cause each of the Submitter(s) and Authorized Signer(s) not to do any of the following: (a) directly or indirectly grant access to the FHLBI .GIVES portal to or for the benefit of any third party (including in a time-sharing or service bureau environment); (b) change, modify or alter the FHLBI .GIVES platform; (c) attempt to interfere with or intentionally disrupt use of the FHLBI .GIVES platform; (d) disclose any passwords or other security or authentication device with respect to the FHLBI .GIVES platform to any non-authorized party; (e) use the FHLBI .GIVES platform in any manner which violates applicable laws or regulation, including but not limited to any applicable regulation of the Federal Housing Finance Agency or any successor thereof, or is otherwise fraudulent; (f) harvest or collect any information about other users of the FHLBI .GIVES platform; or (g) remove, conceal or alter any identification, copyright or other proprietary rights, notices or labels located on the FHLBI .GIVES platform. Member is solely responsible for all activity and use of the FHLBI GIVES platform that occurs under any account or password granted to a Submitter or Authorized Signer designated herein. Member agrees to ensure compliance with the Agreement by each user designated herein and to bear responsibility for any breach of the Agreement by any of them. requires dual authentication via the mobile app DUO®. All users must have a mobile phone to be registered in the system. Member agrees to be solely responsible for obtaining, maintaining and paying for all hardware, software, utilities, network access, facilities, and all telecommunications and other services and equipment (including, but not limited to, any infrastructure necessary to allow its designated users to register and perform dual authentication activities as specified in this paragraph) needed for Member and its users to access and use the FHLBI .GIVES platform and services (collectively, the "Infrastructure") and for ensuring that such Infrastructure meets the minimum requirements specified by the Bank from time to time to allow continued access to FHLBI .GIVES, including but not limited to any security requirements which might be specified by the Bank with respect to such Infrastructure. Member shall be solely responsible for the provision, completeness and accuracy of all data and other information entered into the FHLBI .GIVES system by or on behalf of Member. Notwithstanding anything to the contrary in the Agreement, the Bank is not responsible for any error, omission, or The Bank shall provide designated users identified herein inaccuracy of or based on or resulting from data or other information provided by or on behalf of Member. with usernames and passwords or other security credentials (collectively, the "User Credentials"). Each user must have User Credentials to access the FHLBI .GIVES platform. The Bank reserves the right to suspend or revoke User Credentials or access to or use of the platform in the event of any misuse, abuse, or failure of any user or Member to comply with the terms and conditions of the Agreement. Member (a) is responsible for protecting all User Credentials from disclosure to or discovery by third parties (including, without limitation, affiliates of Member) and any unauthorized use by third parties (including, without limitation, affiliates of Member), (b) shall not provide any User Credentials to any party other than a designated user authorized as set forth herein or updated in an amendment to this Certification which is provided to Bank from time to time, and (c) shall remain fully responsible and liable for (and in no event shall Bank be responsible or liable for) any use, including any misuse, abuse, or unauthorized use, of any User Credentials. Member shall promptly notify the Bank of any actual or suspected misuse or unauthorized use or disclosure to or discovery by third parties of any User Credentials.

