

TULANE UNIVERSITY

AFFIDAVIT OF DOMESTIC PARTNERSHIP

I. Declaration

We, _____ - _____
"Employee" (print) Social Security #
and
_____ - _____
"Partner" (print) Social Security #

certify that we are domestic partners in accordance with the following eligibility criteria and eligible for benefits coverage as domestic partners under Tulane University's benefits program.

II. Eligibility Criteria

1. We are each other's sole domestic partner and intend to remain so indefinitely.
2. We are of the same sex and neither one of us is married.
3. We are at least eighteen (18) years of age and mentally competent to consent to a contract.
4. Neither of us has been legally married within the last twelve months.
5. We are currently residing together in the same principal residence, have done so for the last six (6) months, and intend to do so indefinitely.
6. We are not related by blood or marriage to a degree of closeness that would prohibit legal marriage in the state in which we reside.
7. We are jointly responsible for each other's common welfare and share financial obligations. In addition, Employee and Partner have a lawful and substantial economic interest in having the life, health or bodily safety of each other continue, as provided by La.R.S. 22:613C (2). We agree to maintain on file with Tulane University current evidence documenting that joint responsibility for each other's common welfare and financial obligations by the existence of at least three (3) of the requirements listed below.

_____ Joint ownership of real estate (e.g. deed), joint mortgage, or joint lease;

- _____ Joint ownership of one or more automobiles (e.g. title);
- _____ Joint bank accounts and/or other financial instruments (e.g. accountant statement, independent financial statements) having a value of at least \$25,000 or 30% of the combined net assets of Employee and Partner, whichever is less;
- _____ Designation of Partner as the primary beneficiary in Employee's will (e.g. a copy of a valid will); or
- _____ Designation by either of us of the other as the beneficiary of a life insurance policy or retirement contract having a death benefit of at least \$25,000 (e.g. a copy of the policy or contract).

III. Change In Status

1. We acknowledge that if any of the eligibility requirements listed above and certified in this Affidavit are no longer satisfied we will not be considered Domestic Partners, and the Partner will not be eligible for any Tulane benefits.
2. Employee agrees to notify the Tulane University Benefits Office in the Human Resources Department in writing if there is any change in our status as Domestic Partners as attested in this Affidavit, which would change our eligibility for Tulane benefits. For example, in the event that we cease to reside together, or if we are no longer Domestic Partners as certified herein, Employee agrees to notify the Tulane University Benefits Office in writing or by filing a Declaration of Termination within thirty-one (31) days of such change. Failure to provide written notice of change in status within the thirty-one (31) days of the change is deemed to constitute a "material omission" subject to disciplinary action, including termination of employment.
3. Employee agrees to notify Partner in writing if and when such a change in status is reported to the Tulane University Benefits Office.
4. After such change in status, Employee understands that a subsequent Affidavit of Domestic Partnership cannot be filed until twelve (12) months after notifying the Tulane University Benefits Office in writing of the change in status. (The twelve (12) months waiting period will be waived only if another Affidavit is filed for the same Partner.)
5. We understand that as domestic partners we are subject to the same window period governing all other employees who are covered by or applying for benefit plan coverage. For employees, any births, adoptions, and domestic partnerships are all subject to a thirty-one (31) day limit on the enrollment period beginning on the date of the event (i.e., birth, adoption or signing of the statement of domestic partnership).

IV. Tulane University Benefits

1. We understand that this Affidavit must be filed in order for a Domestic Partner to be eligible for coverage under the Tulane's health and welfare plans, and that filing this Affidavit does not enroll us for any benefits.
2. We understand that we will need to complete other enrollment procedures in order to enroll a Domestic Partner in any Tulane benefit plan for which a Domestic Partner is eligible.
3. We understand that dependent children of the Partner may be eligible for benefits coverage provided they meet the definition of eligible dependents of the Employee under the applicable benefit plan.
4. We understand that a Partner who is terminated from Employee's health insurance plan regardless of the circumstances is not eligible for COBRA continuation coverage.
5. We acknowledge that filing this Affidavit does not automatically result in the naming of the Domestic Partner as beneficiary for the Employee's Death Benefit, Group Life Insurance Plan, Voluntary Life Insurance Plan, or any other Tulane employee benefit plan. The Employee MUST complete the appropriate beneficiary designation procedure, including acceptance by the carrier, in order for the Partner (or any other named beneficiary) to receive survivor benefits plan under the Death Benefit, Group Life, Voluntary Life Insurance Plan or any other Tulane employee benefit plan.
6. Employee can drop Domestic Partner coverage at any time. The effective date will be the first of the month following notification.

V. Acknowledgments

1. We certify that the information we have provided on this form is true and correct. We understand that any material omissions or statements made on this Affidavit that are known to be false by either of us may be cause for disciplinary action, including loss of Tulane benefits and/or termination of Tulane employment.
2. We agree that Employee will reimburse any person or agent of Tulane for any loss (including any claim and/or premiums paid as a result of this Affidavit) due to any false statements contained on this Affidavit or any material omissions. Moreover, if Tulane must bring civil action against either or both of us to recover its losses, the Employee agrees to pay all costs associated with the action, including reasonable attorney's fees.
3. We have provided the information in this Affidavit for use by Tulane University or its agent for the sole purpose of determining our eligibility for Tulane benefits as Domestic Partners. No other parties shall have any rights under this Affidavit. However, we recognize that signing this Affidavit may affect the right of each of us against the other. The Employee understands that this document will become part of his or her personnel file and may be discoverable if subpoenaed in a civil or criminal case.

4. We understand that the Employee contribution for the portion of medical and dental insurance premiums attributable to the Domestic Partner cannot be made on a pre-tax basis. Additionally, tuition waivers attributable to the Domestic Partner will be treated as taxable income to the Employee.

5. We understand that a domestic partner does not qualify as a dependent of the employee under section 152 of the Internal Revenue Code, and therefore, the fair market value of any benefit provided by the University to the domestic partner must be included in Employee's wages as additional income subject to income and employment tax withholdings.

Important Note:

You are recommended to seek legal advice before signing this Affidavit. There may be legal implications to signing this document. Before coverage can be implemented, you must complete the applicable enrollment forms for each benefit plan.

Signatures:

Employee:

Partner:

Employee Address

Partner Address

Date

Date

Witness

Witness

STATE OF _____ §

PARISH OF _____ §

Subscribed to and sworn before me, this ____ day of _____, 20__.

Signature of Notary Public

My Commission Expires: _____

RETURN FORM TO: Tulane University, Benefits Office
Human Resource Department
Diboll Center
New Orleans, LA 70118

Approved by Tulane University Human Resources Office:

Signature

Title

Date

**DECLARATION OF TERMINATION
SAME SEX DOMESTIC PARTNERSHIP AFFIDAVIT**

I, _____, certify that I previously filed an Affidavit of Same-Sex Domestic Partnership with Tulane University. I now inform Tulane that _____ is no longer my Domestic Partner as of _____.

I further certify that a copy of this Declaration of Termination has been mailed to the partner identified above.

I understand that I may not file a new Declaration of Same-Sex Domestic Partnership for twelve months following the date this Declaration of Termination has been received by the University.

Employee

Date