



Affidavit of Spousal Equivalency for Benefits

Section I: Status and Declaration

_____ and _____
(Employee Name) (Domestic Partner Name)

certify that we are domestic partners in accordance with the criteria listed below and are thereby potentially eligible for benefits coverage as domestic partners under Davidson College's current insurance and benefit programs as outlined in detail in the College's Domestic Partner Benefits Policy. As domestic partners, we:

- Are at least 18 years of age and mentally competent to enter into a contract in the state in which we reside;
- Are not married to anyone else;
- Are the sole domestic partner of each other;
- Are not related by blood ties closer than that which would ban legal marriage in the state in which we reside;
- Have been on a continuous basis in a committed relationship beginning in _____ (mo./yr.) for at least 36 months immediately prior to the date of this Affidavit.
- Consider ourselves committed partners;
- Meet the qualifications and requirements for the particular benefit plan(s) selected;
- Are financially interdependent; and
- Share common necessities of life and are jointly responsible for the common welfare and shared financial obligations of each other. Joint responsibility for each other's common welfare and shared financial obligations must be demonstrated by the existence of two of the following with at least one form of documentation for items "c" through "f". We verify that the circumstances

or arrangements circled below presently exist. We further agree that we will provide documentation of these circumstances or arrangements to Davidson College upon request.

- a. Official registration of partner relationship.
- b. Joint mortgage or deed.
- c. Designation of partner as primary beneficiary for life insurance benefits or retirement/pension contracts or accounts.
- d. Designation of partner as primary beneficiary in last will and testament.
- e. Designation of partner as holding a durable property or health care power of attorney.
- f. Joint ownership of a motor vehicle, joint checking account, joint credit account, or joint investment account.

Section II: Changes/Termination

We agree to notify the Davidson College Human Resources Office if there is any change in our status as domestic partners as averred to in this Affidavit that would make us no longer eligible for benefits under the Davidson College plans. (For example, if we are no longer living together, or no longer satisfy two of the requirements listed in subparts a through f above, we agree that we must notify the College).

We further agree that such notice shall be given within thirty-one (31) days of the end of our domestic partner relationship by filing a *Statement of Termination of Spousal Equivalency* (the "Statement") with the Davidson College Human Resources Office. The Statement shall affirm that the spousal equivalency status is terminated as of the date of execution and that a copy of the Statement has been mailed to the other party by the individual authorizing such action.

Section III: Acknowledgments

We have provided the information in this Affidavit for use by the Davidson College Human Resources Office for the sole purpose of determining eligibility for domestic partner benefits.

We understand that this declaration of spousal equivalency may have implications under certain state laws with respect to establishing and dividing community property.

We understand that a civil action may be brought against either or both of us by Davidson College or the applicable insurance carriers and benefit plan administrators for, among other things, any losses (including reasonable attorneys' fees) caused by any false or misleading statement contained in this Affidavit or any attachments to it. We also understand that any omission of fact or false or misleading information provided in this Affidavit or any attachments to it may result in disciplinary action against the individual in our domestic partner relationship who is employed by Davidson College, up to and including immediate discharge.

We understand that any Federal or State tax impact resulting from the imputed value of the benefits provided under the Davidson College Domestic Partner Benefits Policy is our sole responsibility. I, _____ [Employee Name], understand that the costs associated with the particular benefits that my domestic partner selects will be deducted from my Davidson College paycheck. I also understand that employer coverage for individuals other than employees, their spouses, or their dependents as defined by the IRS Code are not excluded from (and will be counted as part of) my total gross taxable income. In addition, I further understand that, as a general rule, current IRS regulations also do not permit domestic partner benefits to be paid for with pre-tax money. Consequently, deductions for benefits that my domestic partner selects will occur on an after-tax basis.

We certify under penalty of perjury that the assertions in this Affidavit are true and complete to the best of our knowledge.

Print Employee Name

Print Domestic Partner Name

Employee's Signature Date

Domestic Partner's Signature Date

Address of Joint Residence:

