Southern Methodist University

STATEMENT OF DOMESTIC PARTNERSHIP

Complete this form, have it notarized, and return to:
SMU Department of Human Resources
P.O. Box 750232
Dallas, Texas 75275-0232

I. DECLARATION:

We, _____, _____ and
SMU Employee's Name (please print) Social Security #

_____, _____ certify that we
Domestic Partner's name (please print) Social Security #
are Domestic Partners in accordance with the following eligibility criteria and are eligible for benefits coverage as Domestic Partners under SMU's benefits program.

II. CRITERIA:

1. We are each other's sole Domestic Partner and intend to remain so indefinitely;
2. Neither of us is married to anyone else and has not been within the last 12 months;
3. We are of the same gender;
4. We are both at least eighteen (18) years of age and mentally competent to consent to a contract;
5. We are not related by adoption, blood or marriage to a degree of closeness that would prohibit legal marriage in the state of residence;
6. We are currently residing together in the same principal residence and have done so for the last six (6) months and intend to do so indefinitely;
7. We are responsible for each other's common welfare and are financially interdependent;
8. We agree to maintain a file with SMU documenting the joint responsibility for each other's common welfare and financial obligations by the existence of at least two (2) of the requirements listed below:
   _____ Joint ownership of real estate or joint lease;
   _____ Joint ownership of an automobile;
   _____ Joint bank accounts and/or other financial instruments;
   _____ Designation by either as primary beneficiary in the other's will;
   _____ Designation by either as the beneficiary of a life insurance policy or retirement contract having a death benefit; or
   _____ Any other documentation acceptable to SMU evidencing financial interdependence.

III. CHANGE IN STATUS:

1. Employee agrees to notify the SMU Department of Human Resources in writing if there is any change in status of Domestic Partnership as attested in this Statement that would change the eligibility for SMU benefits (a "Status Change Event"). For example, in the event that we are no longer Domestic Partners as certified herein, Employee agrees to notify the SMU Department of Human Resources by filing a Notice of Dissolution of Domestic Partnership within thirty-one (31) days of such change in status.
2. Employee agrees to notify Domestic Partner in writing of filing of Notice of Dissolution of Domestic Partnership.
3. We acknowledge that if any of the eligibility requirements listed above and certified in this Statement are no longer satisfied, we will not be considered Domestic Partners, and the Domestic Partner will only be eligible for continuation of medical and dental benefits by paying the stated rates for such COBRA coverage.
4. After such change in status, Employee understands that a subsequent Statement of Domestic Partnership cannot be filed until twelve (12) months after notifying the SMU Department of Human Resources in writing of the change in status.
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 of child, adoption of child or signing of the Statement of Domestic Partnership).

IV. SOUTHERN METHODIST UNIVERSITY BENEFITS:

1. We understand that this Statement must be filed in order for a Domestic Partner to be eligible for coverage under SMU's health and welfare plans and that filing this Statement does not enroll Domestic Partner for any benefits.
2. We understand that we will need to complete other enrollment procedures in order to enroll a Domestic Partner in any SMU benefit plan for which a Domestic Partner is eligible.
3. We understand that dependent children of the Domestic Partner may be eligible for benefits coverage provided they meet the definition of eligible dependents of the Domestic Partner under the applicable benefit plan and the definition of dependent as set by the Internal Revenue Service.
4. We acknowledge that filing this Statement 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 SMU Employee benefit plan. The Employee MUST complete the appropriate beneficiary designation form in order for the Domestic Partner to receive

survivor benefits plan under the death benefit, group life insurance plan, voluntary insurance plan or any other SMU employee benefit plan.

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 Statement that are known to be false by either of us may be cause for appropriate disciplinary action.
2. We agree that Employee will reimburse any person or agent of SMU for any loss (including any claim and/or premiums paid as a result of this Statement) due to any false statements contained on this Statement or any material omissions.
3. We have provided the information in this Statement for use by SMU or its agent for the sole purpose of determining our eligibility for SMU benefits as Domestic Partners. No other parties shall have any rights under this Statement. However, we recognize that signing this Statement may affect the right of each of us against the other.
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. We understand there may be other tax consequences by filing this Statement and receiving benefits and we should seek tax advice concerning these matters.
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 SMU to the Domestic Partner must be included in Employee's wages as additional income subject to income and employment tax withholdings.

VI. DOMESTIC PARTNER'S DEPENDENT CHILDREN:

Domestic Partner's dependent children are as follows:

	Name	Birthdate	Social Security Number
1.			
2.			
3.			

Important Note:

We recommend you seek legal advice before signing this Statement. There may be legal implications to signing this document. **Before coverage can be implemented, you must complete the applicable enrollment process for each benefit plan.**

AGREED TO AND ACCEPTED BY:

EMPLOYEE:

PRINTED NAME: _____

ADDRESS: _____

TELEPHONE: _____ / _____
Home Business

SIGNATURE: _____

DATE:_____

Signed this _____ day of _____20____.

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was **SUBSCRIBED AND SWORN TO** before me on
this _____day of _____20____.

_____
Seal of Notary Public – State of Texas

_____
Notary Public – State of Texas

_____
Commission Expiration Date

_____
Printed Name of Notary Public – State of Texas

DOMESTIC PARTNER:

PRINTED NAME: _____

ADDRESS: _____

TELEPHONE: _____ / _____
Home Business

SIGNATURE: _____

DATE:_____

Signed this _____ day of _____20____.

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was **SUBSCRIBED AND SWORN TO** before me on
this _____day of _____20____.

_____
Seal of Notary Public – State of Texas

_____
Notary Public – State of Texas

_____
Commission Expiration Date

_____
Printed Name of Notary Public – State of Texas

REVIEWED AND APPROVED BY
SOUTHERN METHODIST UNIVERSITY:

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____