



Affidavit of Domestic Partnership

New York University (the "University") provides benefits to your domestic partner and his or her children, provided that you and your domestic partner sign and complete this Affidavit of Domestic Partnership in the presence of a notary public or a representative of NYU PeopleLink, the University's HR and payroll service center, and return it along with the supporting documentation to NYU PeopleLink at the address provided below. Once your affidavit and supporting documentation have been reviewed, you and your domestic partner will be informed if any further information or action is required.

A. DECLARATION

We, _____ (employee name) and _____ (domestic partner), certify that we are domestic partners in accordance with the following criteria and that we are eligible for benefits coverage under the University's benefit programs.

B. PROOF OF STATUS

We have evidence of a New York City Certificate of Domestic Partnership, domestic partnership registration, civil union or the equivalent issued by a foreign country, or a state, municipality, territory or enclave of the United States. (Please attach copies of such evidence in addition to copies of the employee's ID and a photo ID of the domestic partner.)

OR

We declare the following:

- We are each other's sole domestic partner and have a committed relationship intended to be of indefinite duration.
- We are not married to anyone else, and, if previously married, a legal divorce or annulment has been obtained or the former spouse is deceased.
- We are at least eighteen (18) years old and are old enough to enter into marriage according to the laws of the State or Commonwealth in which we legally reside.
- We are not a member of another domestic partnership, and if we previously were a member of a domestic partnership, we have taken the necessary legal and other steps to terminate the relationship.
- We are mentally competent to enter into a contract according to the laws of the State or Commonwealth in which we reside.
- We are not related by blood to a degree of closeness that would prohibit legal marriage in the State or Commonwealth in which we legally reside.
- We reside together in the same residence and intend to do so indefinitely. (Note: The shared residency requirement will be suspended for a period of up to 12 months in the case of a separation that is temporary; for example, a job transfer or other temporary separation that results in you and your domestic partner living in separate residences. During the time that the shared residence

requirement is temporarily suspended, all other domestic partnership criteria will continue to apply. If after 12 months you are not sharing the same residence for any reason, the partnership will be terminated.)

- We understand that as domestic partners, we are subject to the same University policies and guidelines in accessing and availing ourselves of the University's benefit programs as other employees. For example, all employees must enroll a new domestic partner and his or her children in the University's benefit programs within 31 days of the date of eligibility. Participants that are not enrolled within this time may not be enrolled until the University's next Annual Enrollment period.
- We are jointly responsible for each other's common welfare and share financial obligations, which is demonstrated by two of the following pieces of supporting documentation, **copies of which have been attached to this Affidavit:**
 - a. Joint mortgage or lease (original documents submitted for review),
 - b. Designation of domestic partner as beneficiary in employee's will or identified in will as partner,
 - c. Durable property and health care powers of attorney, or
 - d. Joint ownership of an automobile, joint bank account, or joint credit account (original documents must be submitted for review).
 - e. Designation of domestic partner as beneficiary of employee's life insurance or retirement plan.

C. TAXATION (YOU SHOULD CONSULT A TAX ADVISOR BEFORE SIGNING THIS CERTIFICATION)

General Tax Rules

The amount of your contribution to provide health benefits for a domestic partner and children of a domestic partner will be the same as for a spouse and his or her children. However, medical and dental benefits provided to your domestic partner and/or the children of your domestic partner will be treated as taxable income to you unless your domestic partner and/or children of your domestic partner qualify as dependents under Section 152 of the Internal Revenue Code. If your domestic partner and his or her children are not your tax qualified dependents, the value of the coverage provided to your domestic partner and his or her children under the University's benefit programs will be considered taxable income to you. The value of the coverage provided to your domestic partner and his or her children will be based on the cost of the coverage under the University's benefit program.

Definition of Dependency

The definition of dependency under the Internal Revenue Code changes periodically. We suggest that you consult a tax advisor to determine whether your domestic partner and/or his or her children are your tax qualified dependents before you certify that they are dependents.

If your domestic partner and his or her children experience a change in status that converts your domestic partner or his or her children to a tax qualified dependent or to a non-tax qualified dependent, you must inform the University within 31 days of the modification so that value of coverage of benefits provided under the University's benefit programs may be taxed (or not taxed) appropriately.

I, _____ (employee), acknowledge and understand that benefits provided to my domestic partner and/or the children of my domestic partner will be treated as taxable income to me for federal, state, and local tax purposes unless my domestic partner and/or the children of my domestic partner qualify as dependents under Section 152 of the Internal Revenue Code.

I have read the information above and have had an opportunity to consult a tax advisor. I understand that falsely certifying dependency status could result in disciplinary action at the University, including termination of employment as well as potential claims of tax fraud.

Relationship	Sex (M/F)	Full Name	This person does qualify as my dependent under Section 152 of the Internal Revenue Code	This person does not qualify as my dependent under Section 152 of the Internal Revenue Code
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Domestic Partner	_____	_____
Child	_____	_____
Child	_____	_____
Child	_____	_____

Employee Signature: _____ Date: _____

D. CHANGE IN DOMESTIC PARTNERSHIP

1. As an employee of the University, I agree to notify NYU PeopleLink if there is any change in our status as domestic partners (for example, a change in legal status, or joint residence, subject to the special rule described in Section 2 above, or shared financial responsibility) as certified in this statement that would make my domestic partner no longer eligible for any of the University benefits or perquisites. I will notify the University within 31 days of such change by declaring a termination of domestic partnership via the Benefits Resource Center, which shall affirm that the domestic partnership has been terminated as of the date of the event.

2. We understand that former partners and their children will be eligible to continue health benefits at their own expense (if not covered elsewhere for comparable benefits) for up to eighteen (18) months after the filing of a Statement of Termination of Domestic Partnership unless precluded by the insurance carrier. The rates for coverage will be the prevailing University rates plus a 2% administration fee.

3. We understand that it is the domestic partner who is responsible for requesting the continuation of benefits from NYU PeopleLink within sixty (60) days of the termination of the domestic partnership.

E. ACKNOWLEDGEMENTS

1. We have provided the information in this Affidavit for the purpose of determining eligibility for the domestic partner benefits offered by the University's insurance carriers and under the University's benefits program.

2. We certify that any and all representations that we have made and information that we have provided as part of this Affidavit as evidence of our domestic partnership are true and accurate and that the documents attached hereto are authentic.

3. We understand that under current tax laws, the employee will incur taxable income equal to the value of the benefits provided to the domestic partner or domestic partner's dependent children unless such individuals qualify as the employee's tax qualified dependents and the employee files an Affidavit of Tax Qualified Dependents (see "Tax Information on Health Benefits for Domestic Partners" for information regarding when domestic partners and their children qualify as qualified tax dependents).

4. We agree to furnish any further documentation that the Benefits Office may require. We agree to indemnify the University for any expenses or liabilities it incurs as a result of any misrepresentations or inaccuracies, whether made knowingly or unknowingly, in this Affidavit or in any information that we have presented to an NYU PeopleLink representative.

5. We understand that any false or misleading statements made in order to receive benefits for which we do not qualify may subject the employee to disciplinary action, including termination of employment, and may subject us to civil action to recover any losses, including attorney's fees, in addition to the obligation to repay benefits received.

6. We affirm, under penalties of perjury, that the assertions in this Affidavit are true and correct to the best of our knowledge and belief.

Employee Signature _____
Date

Employee NYU ID

Domestic Partner Signature _____
Date

Employee/Domestic Partner Home Address

PeopleLink Representative or Notary Public _____
Date

Please submit this Affidavit and all supporting documentation to:

NYU PeopleLink
105 East 17th Street, First Floor
New York, NY 10003
Fax: 212-995-4333

For use by the NYU Peoplelink only:

Employee Last Name, First Name, Middle Initial _____
Employee NYU ID

Approved by PeopleLink Representative: _____

Date: _____