Human Resources

Affidavit of Domestic Partnership for Benefits Eligibility

I. Declaration

We, _____ and _____
Employee (print) Domestic Partner (print)

certify that we are domestic partners in accordance with the following criteria and that we are eligible for benefits under the MIT benefits programs.

II. Status

The employee and domestic partner must attest to the following eligibility requirements:

1. We are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither one of us is married to someone else.
3. We are at least 18 years of age and mentally competent to consent to this contract.
4. We are not related by blood to a degree of closeness, which would prohibit legal marriage in the state in which we legally reside.
5. By signing this Affidavit we acknowledge that we reside together in the same residence, have done so continuously for the past four (4) consecutive months and intend to do so indefinitely.
6. We are jointly responsible for each other's common welfare and financial obligation, and by signing this Affidavit understand that MIT may reasonably request documents that reflect our joint financial responsibilities.
7. We understand that as domestic partners we are subject to the same 31-day notice requirement as set forth in MIT's Benefits programs as are all other employees of MIT that are covered by or applying for MIT Benefits.

III. Change in Domestic Partnership

1. We agree to notify the MIT Benefits Office if there is any change in our status as domestic partners as attested in this Affidavit, which would make us no longer eligible for MIT Benefits (for example, a change in joint-residence status or if we are no longer each other's sole domestic partner). We shall notify the MIT Benefits Office within 31days of such change and understand that we will need to complete the Declaration of Termination of Domestic Partnership form. In such notice, we will provide (i) the date on which such change occurred and (ii) confirmation that the employee and former domestic partner have both received copies of such notice.
2. After such termination, I _____ understand that a subsequent Affidavit
Employee (print)
of Domestic Partnership cannot be filed until 12 months after notification in writing of the termination has been filed with the MIT Benefits Office. All benefits of the former domestic partner will stop immediately on the date he or she ceases to be my domestic partner.

IV. Acknowledgments

1. We understand that any companies or persons including but not limited to MIT who suffers loss due to any false statement contained in this signed Affidavit may bring a civil action against either or both of the parties who have signed this Affidavit to recover their losses, including reasonable attorney fees.
2. We understand that any false statement contained in this Affidavit, including failure to provide updated information as required herein, may be grounds for termination of benefits for either or both of us.

3. We have provided the information in this Affidavit for use by the MIT Benefits Office for the sole purpose of determining our eligibility for domestic partnership coverage and that the information will be held strictly confidential.
4. We understand that contributions or parts of contributions for domestic partnership coverage may be included in the employee's reported gross income for tax purposes.
5. We understand that domestic partner and their eligible dependents are eligible for COBRA continuation rights for the Health Plan only if they are qualified beneficiaries under the terms of the Plan.
6. We affirm, under the penalty of perjury, that the assertions in this signed Affidavit are true to the best of our knowledge.
7. We understand that we may be upon request, required to submit such further documentation as MIT may from time to time request (examples may be, but not limited to, proof of common residence, driver's license, joint bank statements, and/or any other documentation). MIT may audit affidavits such as this from time to time.
8. We understand that this Affidavit is a legal document. We are aware that some courts may recognize non-marriage relationship as the equivalency of marriage for the purpose of establishing and dividing community property and finances.
9. We agree that MIT will not be liable for any financial, legal, tax, or other consequences as a result of our execution of this Affidavit or the provision of any benefits to, or for, a domestic partner. We understand that the provision of benefits to a domestic partner may result in taxable income to the employee and that the employee will be responsible for all such taxes.
10. We agree that any benefits provided by MIT to a domestic partner will be subject to the terms of the applicable plan, as modified by MIT from time to time.
11. We agree that MIT may provide a copy of this Affidavit to third parties (e.g., medical plan provider) in connection with the administration of its benefits plans and may use this Affidavit in such a manner, as it deems appropriate in connection with such administration.

V. MIT's Rights

MIT reserves the right to terminate, modify, or adjust this policy and any benefits provided to or for domestic partners at any time and in its sole discretion. Sign form below, certifying that the above information is true and accurate. Return form to address noted below.

_____ _____

Employee Signature Date

_____ _____

Employee's Address MIT Employee Number

_____ _____

Domestic Partner's Signature Date

_____

Domestic Partner's Address

Return form to: MIT Benefits Office, 77 Mass Ave., NE49-5000, Cambridge, MA 02139

MIT Internal Use Only: I acknowledge receipt of this affidavit.

_____ _____

Benefits Office Representative Date