

WILKES UNIVERSITY

DECLARATION AND AFFIDAVIT OF DOMESTIC PARTNERSHIP

The University's Comprehensive Welfare Benefits Plan (the "Plan") allows a participant to elect to provide certain benefits to his or her "dependents." For Plan purposes, a participant's "domestic partner" may qualify as a "dependent". The Plan defines "Domestic Partners" as a participant and another person who (i) meet every requirement listed in Part I below, (ii) each make the declaration set forth in Part II below and (iii) each gives the affidavit set forth in Part III below:

PARTICIPANT INFORMATION

Name: _____

Address: _____

Social Security Number: _____

Date Of Birth: _____

DOMESTIC PARTNER INFORMATION

Name: _____

Address: _____

Social Security Number: _____

Date Of Birth: _____

Part I: Definition of "Domestic Partners"

Domestic Partners are two adults who have chosen to share in one another's lives in an intimate and committed relationship of mutual caring. The Plan's requirements for Domestic Partners are:

1. the two must have lived together for at least six consecutive months, both prior to and on the date that they make this declaration and affidavit, and intend for the relationship to be permanent;
2. the two must have been and agree to be jointly responsible for each other's basic living expenses during the Domestic Partnership;
3. neither person may be married or a member of another domestic partnership;
4. the two must not be related in a way which would prevent them from being married to each other;

Part I: Definition of "Domestic Partners" (continued)

5. each must be over 18;
6. neither person had a different domestic partner in the previous six months; and
7. able to submit photocopies of three items from the following list in order to provide evidence of economic interdependency.
 - a Domestic Partner Declaration under applicable state or local law;
 - a joint mortgage or lease;
 - a designation of one of the partners as primary beneficiary in the other partner's will;
 - a durable property or health care power of attorney;
 - a joint title to an automobile, or joint bank account or credit account;
 - such other proof as is sufficient to establish economic interdependency under the circumstances of the particular case.

For purposes of the foregoing, the following additional rules apply:

"Live Together." "Live together" means that two people share the same place of residence. It is not necessary that the legal right to possess the place be in both of their names. Domestic Partners do not cease to live together if one leaves the shared place but intends to return.

"Joint Responsibility for Basic Living Expenses." "Basic living expenses" means basic food and shelter. It also means the cost of medical care if a partner is receiving health care benefits because of the domestic partnership. "Joint Responsibility" means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for herself or himself. Anyone to whom these expenses are owed can enforce this responsibility.

Part II: Declaration of Domestic Partnership

A "Declaration of Domestic Partnership" is a statement signed under penalty of perjury. By signing it, the two people swear that they meet the requirements of the definition of "Domestic Partnership" when they sign the statement. By signing this document, we declare that we are "Domestic Partners" as defined in Part I, above.

Part III: Acknowledgement

1. We certify that any and all representations that we have made and information that we have provided as part of this Declaration as evidence of our Domestic Partnership are true and accurate and that the documents attached hereto are authentic.
2. We agree, jointly and severally, to indemnify Wilkes University for any expenses or liabilities it incurs as a result of any misrepresentations or inaccuracies, whether made knowingly or unknowingly, in this Declaration or in any of the information concerning our Domestic Partnership provided with this Declaration.
3. We have provided the information in this Declaration for the University's use for the sole purpose of determining our eligibility for coverage under the Plan for the non-employee Domestic Partner.
4. We have been advised to consult with an attorney regarding the possibility that the filing of this Declaration may have other legal and/or financial consequences, including the fact that it may, in the event of the termination of the Domestic Partnership, be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for purposes of establishing and dividing community property, assigning community debt, and the paying of support.
5. We affirm, under penalties of perjury, that the assertions in this Declaration are true and correct to the best of our knowledge and belief.

Participant's Signature

Date

Domestic Partner's Signature

Date

Sworn to and subscribed before me this
_____ day of _____,
(Year)

Notary Public

My Commission Expires:

Return Completed Form To:
Wilkes University
Human Resources Development Office
84 W. South Street
Wilkes-Barre, PA 18766