

BROWN UNIVERSITY  
DEFERRED VESTING RETIREMENT PLAN

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SUMMARY PLAN DESCRIPTION

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(As of September 1, 2020)

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SUMMARY PLAN DESCRIPTION

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**1. INTRODUCTION**

The Brown University Deferred Vesting Retirement Plan. This summary plan description (“SPD”) provides a brief description of the provisions of the Brown University Deferred Vesting Retirement Plan (the “Plan”). Inside, you will find an explanation of your rights, obligations and benefits under the Plan. However, this SPD is not the actual Plan. The actual Plan is contained in a detailed plan document, a copy of which is available from the Plan Administrator for review and copying by any employee who wishes to do so. In the event of any conflict between any statements in this SPD and the provisions of the plan document, the provisions of the Plan will govern.

The Plan is a defined contribution plan that operates under Section 403(b) of the Internal Revenue Code (“IRC”). The Plan enables eligible employees of Brown University to save and invest a portion of their earnings as contributions to the Plan. In addition, the Plan provides University contributions to certain employees. The Plan is intended to enable participants to achieve a significant accumulation of retirement income in combination with other retirement plans, Social Security and non-retirement plan savings.

This SPD describes the important terms of the Plan as in effect on September 1, 2020. The Plan may be changed in the future by an amendment adopted by Brown University (“Employer” or “University”). You should take the time to review this SPD carefully. Your benefits under the 403(b) Plan can play an important part in your (and your family’s) financial future. You should understand the benefits available and the choices you can make under the Plan.

If you have any questions about the Plan after reviewing this SPD, please contact the Plan Administrator.

**2. ELIGIBILITY AND PARTICIPATION**

**Who is Eligible to Participate in the Plan?**

*Salary Deferral Contributions*

You will be eligible to contribute a portion of your pay to the Plan as pre-tax salary deferral contributions, unless you fall into one of the following categories of excluded employees:

- You are a participant in the Brown University Legacy Retirement Plan.
- You are a student enrolled and attending classes offered by the University.

### *University Contributions*

You will be eligible to participate in the Plan and receive contributions made by the University after meeting certain requirements described below, unless you fall into one of the following categories of excluded employees:

- You are a participant in the Brown University Legacy Retirement Plan or the Brown University Dining Services and Facilities Management Employees' Pension Plan.
- You are a student employee who is enrolled as a full-time or part-time student or are between an academic year/term at the University and there is a reasonable assurance that you will be enrolled as a full-time or part-time student of the University in the next academic year/term.
- You are a temporary employee on a miscellaneous payroll.
- You are a post-doctoral fellow, visiting faculty member, adjunct faculty member.

### **What requirements do I have to meet before I am eligible to participate in the Plan?**

#### *Salary Deferral Contributions*

Unless you fall into one of the categories of excluded employees described above, you will be immediately eligible to defer a portion of your pay into the Plan upon your date of hire.

#### *University Contributions*

If you do not fall in one of the categories of excluded employees described above, you will be considered eligible for University Contributions ("Eligible University Contribution Employee") if you are regularly scheduled to work at least 51% time or 1,000 hours on the regular payroll over the 12 month period beginning on your date of hire (or date of reemployment or the date of a change in your employment status.) The determination as to whether you meet these requirements shall be made as of the date you are hired (or rehired) as an eligible employee and whenever you have a formal change of employment status.

### **When can I enter the Plan?**

#### *Salary Deferral Contributions*

You will be able to contribute a portion of your pay into the Plan as a pre-tax salary deferral as soon as administratively feasible after your hire date. Elections made by new employees using the Workday self-service enrollment function go into effect as soon as administratively feasible.

#### *University Contributions*

University Contributions will begin on the first day of the month following the date you complete six (6) full months of service.

## **What happens if I terminate employment and am re-employed by the University?**

### *Salary Deferral Contributions*

If you were a participant in the Plan upon your termination, you will be able to contribute a portion of your pay as a pre-tax salary deferral contribution immediately upon your rehire, provided you are an eligible employee.

### *University Contributions*

If you were an active participant in the Plan and were vested in all or any portion of your University Contributions upon your termination of employment, you will participate in the Plan immediately upon your rehire, provided you are an eligible employee (and are expected to meet the required hours of service or percentage of work).

If you were not vested in any portion of your University Contributions at the time of your termination from the University, and your break in service spanned 60 or more months, upon your rehire, you will be considered a new employee for purposes of the Plan. If your break in service was less than 60 months and you were not vested in any portion of your University Contribution account at the time of your termination from the University, you will participate in the Plan immediately upon your rehire, provided you are an eligible employee (and are expected to meet the required hours of service or percentage of work).

## **3. CONTRIBUTIONS TO THE PLAN**

### **What Types of Contributions May I Make to the Plan?**

The Plan provides for employee pre-tax contributions, Roth after-tax contributions and Catch-Up Contributions. These are contributions you make to the Plan instead of receiving those amounts in the form of current cash compensation.

### *Salary Deferral Contributions*

If you are an eligible employee, you may make voluntary salary deferrals immediately upon your hire date.

You have the choice of treating your voluntary salary deferral contributions (including Catch-Up Contributions) as pre-tax contributions or Roth after-tax contributions or a combination of both. Pre-tax contributions will reduce your current taxable compensation for both federal and state tax purposes, but not for purposes of Social Security Taxes. Roth after-tax contributions do not reduce your taxable income and federal and state income taxes will be withheld on amounts you designate as Roth after-tax contributions. The benefit of making Roth after-tax contributions comes when you take a distribution from the Plan – both the original contributions and the earnings on those contributions will not be subject to federal income tax if you meet certain requirements for the distribution.

### *Catch-up Contributions*

If you are age 50 or older at any time during the calendar year and maximizes your salary deferral contributions for the year, you may elect to make an additional amount, referred to as “catch-up” contributions to the Plan by submitting a completed election form to the Plan Administrator. Catch-up contributions can be either pre-tax, Roth after-tax or a combination.

Catch-up contributions are not subject to the limit on salary deferral contributions or the overall limit on contributions described below. Instead, they are subject to their own, separate dollar limit.

### **Is there a Limit on Salary Deferral Contributions?**

The Internal Revenue Code limits the annual amount of pre-tax contributions, Roth after-tax contributions and catch-up contributions that you may make to the Plan each year. These annual contribution limits are subject to certain cost-of-living adjustments under the Internal Revenue Code. The maximum salary deferral contribution you can make for 2020 is \$19,500 and the catch-up contribution limit for 2020 is \$6,500. If your contribution exceeds this limit, you will be refunded the amount of salary deferral contributions needed to stay within the limit.

### **How do I Make Contributions to the Plan?**

You begin making your contributions to the Plan by using the Workday self-service enrollment function. Your election will become effective as soon as administratively practicable. You must indicate the percentage or amount of your Eligible Salary you wish to contribute to the Plan in lieu of receiving payment in cash, as well as the portion thereof, if any, you want to contribute as pre-tax contributions and the portion thereof, if any, you want to contribute as Roth after-tax contributions. After making your election, your future salary payments will be reduced by the amount you have elected to contribute to the Plan.

Subject to the rules in effect under the funding vehicles, you may change the rate of (or discontinue) your salary deferral contributions by giving advance written notice to the Plan Administrator. The change will become effective as soon as administratively practicable.

### **How is Eligible Salary Defined?**

“Eligible Salary” means the amount payable as regular salary to you from the University for services during the portion of the plan year in which you are eligible to participate in the Plan that are subject to income tax withholding; excluding, however, bonuses, fringe benefits, severance and overtime pay. Eligible Salary is determined without taking into account any salary deferrals you make to the Plan and any salary reductions for the provision of medical dependent care or other welfare benefits. Compensation will be limited to the applicable IRS limit for the year. For 2020 this limit is \$285,000.

## **Will the University Make Contributions?**

### ***Prior to November 1, 2020***

If you are an Eligible University Contribution Employee, the University will make contributions to the Plan on your behalf. Prior to November 1, 2020, the University Contributions are a Basic Contribution and a Matching Contribution.

#### *Basic Contribution*

The University will contribute each month an amount equal to 6% of your Eligible Salary as a "Basic" contribution. Whether you elect to make voluntary contributions or not, you will receive this basic contribution if you are eligible. The 6% amount is calculated each month based on your Eligible Salary. When you attain both age 55 and ten (10) years of service with the University, the Basic Contribution increases to 8% of your Eligible Salary.

#### *Matching Contribution*

The University will also contribute each month a fixed amount equal to 100% of your salary deferral contributions, not in excess of 2% of your Eligible Salary. If you do not make a salary deferral contributions, you will not receive any matching contributions.

### ***Effective November 1, 2020 and Thereafter***

Beginning November 1, 2020, all University contributions will be discretionary, which means that each Plan Year, the University determines whether to make employer contributions and the amounts and/or percentages of such employer contributions. Effective November 1, 2020, if you are an Eligible University Contribution Employee, the University may contribute to the Plan the following amounts: (a) an employer discretionary contribution (other than a matching contribution) and (b) an employer discretionary matching contribution equal to a percentage of your salary deferral contributions (but not in excess of a specified percentage of your Eligible Salary, as determined by the University in its discretion).

If the University decides to make an employer discretionary contribution, the amount and timing of the contribution will be determined at the time the contribution is announced.

If you are covered by a by a collective bargaining agreement that provides for University Contributions, you will continue to receive such University Contributions in accordance with the collective bargaining agreement.

## **What Other Contributions can be made to the Plan?**

### *Transfer Contributions*

The Plan Administrator or Fund Sponsor, in its sole discretion, may permit a participant to transfer contributions to the Plan from another 403(b) plan or arrangement. Any such contributions allowed into the Plan will be allocated to a separate transfer contribution account and will be subject to the same restrictions and limitations as applied to the contributions when

they were held under the transferor plan or arrangement, as well as such additional limits as the Plan Administrator or Fund Sponsor considers necessary or appropriate.

### *Rollover Contributions*

If you have received a distribution from a plan of your previous employer, including a 403(b) annuity contract, you may be eligible to “roll over” that distribution to the Plan. A “rollover contribution” may be made as a “direct rollover” from your previous employer’s plan, or as a transfer within 60 days after you have received the distribution from your previous employer’s plan, or in certain cases from an individual retirement account that has been used as a conduit for the distribution from your previous employer’s plan. After-tax contributions that are not Roth after-tax contributions cannot be rolled over into the Plan.

The Plan Administrator or Fund Sponsor must approve all rollover contributions in advance. If you wish to make a rollover contribution, the Plan Administrator or Fund Sponsor may require you to demonstrate that the legal requirements for a rollover contribution are satisfied.

### **Is there an Overall Limit on all Contributions?**

There is a limit on the total amount of employee and employer contributions (other than catch-up, transfer and rollover contributions) that may be made to the Plan for any year. The limit is the lesser of \$57,000 (in 2020, indexed for inflation thereafter) or 100% of your compensation.

## **4. PLAN ACCOUNTS AND INVESTMENTS**

### **How are Contributions to the Plan Held and Accounted for?**

All of the contributions you make to the Plan and the University contributions will be credited to one or more separate accounts established in your name (your “Plan Accounts”). Your Plan Accounts may include the following:

- a Pre-Tax Contribution Account (for amounts attributable to voluntary pre-tax contributions and Catch-Up Contributions)
- a Roth (after-tax) Contribution Account (for amounts attributable to employee Roth contributions and Catch-Up Contributions)
- a University Contribution Account
- a Rollover Account
- a Transfer Account

### **What Investment Options are Available to Invest Plan Contributions?**

All of your salary deferral contributions and University contributions are allocated to the investment alternatives you select. Each quarter, the Fund Sponsor will provide you with a

statement showing the total value of your account. Information concerning the available investment alternatives is provided to you in separate brochures.

The University, the Fund Sponsor and the Plan Administrator reserve the right, in their sole discretion, to change the mix of investment selections at any time. You will be notified of any such changes.

### **How Can I Change my Investment Elections?**

Under the Plan, you may invest your account in any of the investment alternatives available through the Fund Sponsor. You can obtain information about the investment alternatives and make your initial investment election by contacting the Fund Sponsor.

You may change your investment election with respect to future contributions to your account and/or your existing account balance by contacting the Fund Sponsor. You need to follow the procedures of the Fund Sponsor when you direct investments. You should review and understand the information in these procedures carefully before you give investment directions. If you fail to do so, then your investment directions may not be followed.

In directing your investments, you should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. If you choose investments that produce gains and other earnings, your benefits will tend to increase in value over time. Conversely, if you choose investments that have losses, your benefits will tend to decrease in value over time. Losses can occur and there are no guarantees of performance. The University, the Plan Administrator and their representatives will not provide you with investment advice, nor do they insure or otherwise guarantee the value or performance of any investment you choose. You are entirely responsible for any investment elections that you make.

If you fail to give investment directions, your contributions will be invested in an investment alternative designated by the Plan Administrator.

### **Who is Responsible for Investment Losses?**

The Plan is designed to be a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and the Department of Labor regulations implementing that provision. As such a plan, you are responsible for directing the investments of the amounts credited to your Plan Accounts, and the University and Plan fiduciaries are not responsible or liable for any losses that result from your investment directions or from investment in the qualified default investment alternative if you do not make investment elections.

## **5. VESTING**

### **Are my Plan Accounts Vested?**

“Vesting” refers to your right to receive the amount in your accounts. You always have a 100% vested and nonforfeitable right to the salary deferral contributions (pre-tax and Roth after-tax) credited to your Plan Account.

The University contributions (both Basic Contributions and Matching Contributions) credited to your account become vested over time, based on your length of service as follows:

Years of Service	Percentage Vested
Less than 2 years	0%
2 Years but less than 3 Years	20%
3 Years but less than 4 Years	50%
4 Years but less than 5 Years	75%
5 Years or more	100%

You generally will be credited with a Year of Service if complete 1,000 or more hours of service during a Plan Year. All service as an employee of the University is taken into account, regardless of whether the service was performed while you were eligible for this Plan. The only exception to this is that service that was incidental to a student's educational program at Brown is disregarded if it occurred prior to age 18.

University Contributions immediately become 100% vested if you die, become permanently and totally disabled, or reach age 65 while you are employed and actively participating in this Plan.

If your employment ends before University contributions are 100% vested, the non-vested percentage will be forfeited and returned to the University. For example, if you have four years of vesting service when your employment terminates, University Contributions are 75% vested, and therefore 25% of the value of those contributions will be forfeited and removed from the account. Forfeited employer contributions are used to reduce future contributions by the University.

If you terminate employment with the University and are later rehired and eligible for this Plan, your pre-break service will be counted towards vesting service credit if you were less than fully vested in Brown's contributions and fewer than five years have elapsed. If you leave employment after completing five years of vesting service, your pre-break service will count and you remain fully vested in Brown's contributions regardless of the length of the break.

## **6. WITHDRAWALS AND DISTRIBUTIONS FROM THE PLAN**

### **When Will I be Entitled to Distributions under the Plan?**

You will become entitled to take a distribution from your Plan Accounts when you are no longer employed by the University.

Prior to terminating employment, however, you may be eligible for an in-service withdrawal. If you made a Rollover Contribution, you may request a distribution of any portion of your Rollover Account at any time. Also, if you have attained at least age 59-½, you may request a distribution of all or any portion of your Pre-Tax Account or Roth After-Tax Account.

In addition, you may be eligible to receive a hardship withdrawal from your Plan Accounts

**May I take a Withdrawal from the Plan while I am employed by the University (an “in-service” withdrawal)?**

Yes, you are permitted to take a withdrawal while you are employed by the University only under the following limited circumstances. If you are married, your spouse must consent to the withdrawal.

*Hardship withdrawals*

If you are actively employed and suffer a “financial hardship” for one of the reasons described below before reaching age 59-½, you may receive a financial hardship withdrawal from your salary deferral contributions account up to the amount needed to meet your financial obligations resulting from the hardship, including taxes payable with respect to your hardship withdrawal. Investment income on your salary deferral contributions after June 30, 1989 cannot be withdrawn on account of financial hardship.

A financial hardship, as defined in the Plan, can result only from:

- medical expenses for you, your spouse, child, and dependents not covered by insurance;
- post-secondary education expenses for the next 12 months for you, your spouse, child, and dependents;
- purchase of a principal residence for yourself (excluding mortgage payments);
- payments necessary to prevent your eviction from your principal residence or to prevent foreclosure on the mortgage on that residence;
- payments for funeral expenses for your deceased parent, spouse, child, and dependent;
- expenses for the repair of damage to your principal residence deductible as a casualty loss;
- expenses for the repair or acquisition of an automobile necessary for you to continue employment or for medical reasons and education.

Hardship withdrawals are also permitted for medical, tuition (educational) and funeral expenses for your primary beneficiary under the Plan. Your “primary beneficiary” is an individual who is named as your beneficiary under the Plan and has an unconditional right to some or all of your account balance following your death.

Upon incurring a financial hardship, you must apply in writing to the Plan Administrator describing the nature of the hardship and the amount that you want to withdraw. You can make only one hardship withdrawal in any six-month period.

#### *Withdrawal of Rollover Contributions*

If you have made rollover contributions or Roth after-tax rollover contributions to the Plan, you may withdraw all or part of the balance credited to your Rollover Contribution Account at any time in accordance with procedures established by the Administrator and to the extent permitted by the Funding Vehicles.

#### *In-Service Withdrawals At and After Age 59-½*

Once you reach age 59-½, you may withdraw all or part of your salary deferral contributions account. You must specify the portion of your withdrawal that will consist of pre-tax salary deferrals and the portion that will consist of Roth after-tax deferrals. You cannot withdraw any University Contributions. There is a limit of one withdrawal every six months if you are age 59-½ or older and still employed.

#### **Can I Borrow From My Plan Accounts?**

Subject to the terms of the funding vehicles, the Plan Administrator may authorize a loan to you from your salary deferral contributions account, including any Roth after-tax contributions.

#### *Loan Amounts*

You may have three (3) loans outstanding at any time.

The minimum loan amount is \$1,000. The maximum amount you are permitted to borrow is the lesser of (i) 50% of your salary deferral contribution account balance, or (ii) \$50,000 reduced by your highest outstanding Participant loan balance in the last 12 months. This means that any outstanding loans may limit how much you may borrow until it has been repaid in full for more than 12 months.

#### *Loan Terms*

The loan must be repaid in regular installments over a period no longer than five years, unless the loan is made for the purpose of purchasing a principal residence in which case the term of the loan may be longer. The loan will bear a reasonable variable rate of interest. Your account balance must be pledged as security for the loan. If you are married, your spouse must consent to the loan.

A loan to you from the Plan is not regarded as a distribution subject to income tax. However, if you default in the repayment of the loan, you could then be treated as receiving a distribution for tax purposes, which would be subject to income tax, including a penalty tax if applicable. If you default on a loan, no further loans will be granted to you.

You cannot take a loan from University Contributions.

## ***Distributions After Termination Of Employment***

### **When Will My Plan Accounts Become Distributable?**

If you terminate your employment with the University, the amount credited to your Plan Accounts will be distributed as soon as administratively feasible following receipt of your written request for payment in any form or payment available under, and subject to the terms and conditions of, the relevant Funding Vehicles. Distributions must normally begin no later than April 1 of the calendar year following the year in which you attain age 72 or, if later, April 1 of the calendar year in which you retire. Failure to begin annuity income by the required beginning date may subject you to a substantial federal tax penalty.

If you are married, your benefit will be paid in the form of a 50% joint and survivor annuity with your spouse, after your death, receiving 50% of the amount you were receiving, for life, unless your spouse consents to your election of another benefit payment form.

The Fund Sponsor, upon written request, will provide you with information regarding the available payment options. You may elect your method of payment by filing the appropriate form with the Fund Sponsor.

If you have any questions regarding distributions, please contact the Fund Sponsor or the Plan Administrator.

## ***Death Benefits***

### **What Happens to My Plan Accounts if I Die?**

If you die after distribution of your benefit has commenced, a death benefit will be paid to your beneficiary only if so provided under the form of distribution you selected. Subject to the terms of your account with a Fund Sponsor, if you are married and die before your benefit is paid, your surviving spouse is entitled to receive an annuity for life with a value equal to 50% of the value of your accounts. Your spouse may elect to receive the benefit under any other form of payment available under the funding vehicles. The remaining 50% of your account will be paid to your designated beneficiary. However, with your spouse's consent you may elect someone other than your spouse to receive your entire account balance. If you are not married and die before your benefit is paid to you, the balance of your account will be paid to your designated beneficiary, if any, otherwise to your estate. If the death benefits payable does not exceed \$5,000, it will be paid in a single lump sum.

### **Do I Need Spousal Consent for a Distribution?**

Your spouse's consent to your election of a form of payment other than a 50% joint and survivor annuity (such as a single life annuity) must either specify a specific form of payment or expressly permit you to designate a payment form without further consent.

Your spouse's consent to designate a non-spouse death beneficiary must specifically identify a beneficiary or expressly permit designation of a beneficiary by you without further consent by

your spouse. If a designated beneficiary dies, unless the express right to designate a new one has been granted to you, a new consent is necessary.

Your spouse's consent must be in writing, must be notarized or witnessed by a Plan representative, and must contain an acknowledgment by your spouse of the effect of the consent. A spousal consent is not required if you can establish to the Plan Administrator's satisfaction that you have no spouse or that your spouse cannot be located. Unless a qualified domestic relations order ("QDRO") requires otherwise, your spouse's consent will not be required if you are legally separated or you have been abandoned (within the meaning of local law) and you have a court order to that effect.

A consent is only valid if your spouse at the time of your death, or earlier benefit commencement, is the same person as the one who signed the consent.

If a QDRO establishes the right of another person to your benefits under this Plan, then payments will be made according to that order. A QDRO may preempt the usual requirement that your spouse be considered your primary beneficiary for a portion of your accounts.

## **7. HOW DO I DESIGNATE A BENEFICIARY?**

In general, you may designate a beneficiary by filing a written form with the Plan Administrator. If you are married, however, you may not designate any beneficiary other than your spouse, unless your spouse consents in writing to the designated beneficiary and your spouse's consent is witnessed by a notary public or a representative of the Plan.

If you do not designate a beneficiary in the proper manner before you die, your account balance will be paid to your surviving spouse or, if you do not have a surviving spouse, to your estate.

More information about the rules for designating a beneficiary is available from the Plan Administrator.

## **8. FEDERAL TAX CONSEQUENCES**

The discussion in this section is intended to provide general guidance with respect to the tax rules affecting you as a result of your participation in the Plan. Because of the complexity of these rules, the frequency with which they are changed and the fact that each person's circumstances are unique, you are urged to consult with a personal tax adviser regarding the tax aspects of your participation in the Plan and receipt of benefits under the Plan.

### *Tax Treatment of Contributions*

In general, all of your salary deferral contributions (including Catch-Up Contributions) are excluded from your income for federal income tax purposes, but these contributions are includible in your income for Social Security tax purposes. Salary deferral contributions are also excludable from your income for state income tax purposes.

Roth contributions are made on an after-tax basis. Thus, Roth contributions do not reduce your taxable income and federal and state income tax will be withheld on amounts you designate as

Roth contributions. Roth contributions are also includible in your income for Social Security purposes.

University contributions are not includible in your taxable income for the year the contributions are made. They are only included in your taxable income for the year in which they are distributed to you.

Transfer and rollover contributions are not subject to tax until distributed from the Plan.

#### *Tax Treatment of Accounts*

Your account is exempt from federal and state income taxes. Therefore, any interest and dividends earned by, as well as capital gains and appreciation in value realized by, your investment alternatives are not subject to taxation until they are actually distributed from the Plan.

#### *Tax Treatment of Distributions*

In general, any distribution of benefits from the Plan to you or your beneficiary is subject to both federal and state income tax, but not Social Security tax. Several exceptions and special rules may apply, however, either with regard to the taxability of these amounts or with respect to the rate or method of computing the tax. Here are some of the more important rules and exceptions:

- Pre-Age 59-½ Distribution Penalty Tax. Subject to certain exceptions, distributions from the Plan before you attain age 59-½ are subject to normal income taxes and to a 10% federal penalty tax. The 10% federal penalty tax does not apply to distributions on account of your death, disability or separation from service after age 55.
- Rollover of Distribution. If the distribution you (or your surviving spouse as your beneficiary) receive from the Plan qualifies as an “eligible rollover distribution,” you (or your surviving spouse) may be able to roll over all or part of the distribution to an individual retirement account (IRA), including a Roth IRA, 403(b) annuity contract or the retirement plan of a new employer. The amount rolled over will not be subject to income taxes or to the 10% penalty tax. An eligible rollover distribution includes any lump sum payment, other than a hardship withdrawal.

If the distribution your non-spouse beneficiary receives from the Plan qualifies as an “eligible rollover distribution,” your non-spouse beneficiary may be able to roll over all or part of the distribution to an individual retirement account (IRA).

- Roth After-Tax Contributions. Roth after-tax contributions are not subject to federal income taxes when distributed to you because they were taxed in the year in which you made the contributions. Any investment earnings on Roth after-tax contributions are also tax-free upon distribution if you receive a “qualified distribution” from your Roth after-tax contribution account

In order to be a “qualified distribution”, the distribution must occur after one of the following: (i) your attainment of age 59½, (ii) your disability, or (iii) your death. In addition, the distribution must occur at least five (5) years after the beginning of the year in which you first make a Roth after-tax contribution.

If the distribution from your Roth After-Tax Contribution account is not a qualified distribution, the earnings distributed with the Roth after-tax contributions will be taxable to you at the time of the distribution (unless you roll over the distribution to a Roth IRA or other 403(b) or 401(k) plan that will accept the rollover).

- **Tax Withholding.** Most distributions of benefits from the Plan are subject to mandatory tax withholding, unless you elect to have a direct rollover of the benefit amount to an IRA, a 403(b) annuity contract or the retirement plan of a new employer. Before you receive a distribution, the Plan Administrator will provide a written notice explaining the rules under which you may elect to have a payment from the Plan transferred in a direct rollover.

## **9. MISCELLANEOUS**

### **Can the Plan be Amended or Terminated?**

The University currently intends to continue the Plan indefinitely. However, the University has the right to amend or terminate the Plan at any time and for any reason. No such amendment or termination will reduce the amount credited to your Plan Account as of the date of such amendment or termination, unless required by law.

### **Are My Benefits under the Plan Insured?**

No. The Plan is a defined contribution plan and its benefits are not insured by the Pension Benefit Guaranty Corporation under Title IV of ERISA or by any other insurer. Your Plan benefits are determined solely on the basis of the value of the investments credited to your Plan Accounts.

### **May My Plan Benefits be Assigned?**

Generally, your rights and benefits under the Plan cannot be assigned, sold, pledged by you, used as collateral for a loan, or otherwise transferred. In addition, creditors may not attach or garnish rights to benefits under the Plan. However, the Plan must pay out your benefits in accordance with a qualified domestic relations order (QDRO)

### **What is a Qualified Domestic Relations Order and How Does it Affect My Plan Benefits?**

A qualified domestic relations order (QDRO) is a decree or order issued by a court that requires a portion of your interest under the Plan to be used to settle marital property rights or to pay child support or alimony payments to your spouse, former spouse, child or other dependent. The Plan Administrator is required by law to honor a QDRO. If the Plan Administrator receives a domestic relations order pertaining to your Plan benefits and determines that it satisfies the

requirements to be a QDRO, your Plan benefits may be used to satisfy your obligation under the QDRO.

The Plan maintains procedures with respect to the administration of qualified domestic relations orders. Please contact the Plan Administrator if you need a copy of these procedures.

## **10. ADMINISTRATION AND ERISA INFORMATION**

### **Name of Plan**

Brown University Deferred Vesting Retirement Plan

### **Name, Address and Telephone Number of Plan Administrator and Sponsor**

Brown University is the Plan Administrator and Sponsor of the Brown University Deferred Vesting Retirement Plan. You may contact the Plan Administrator at the following address:

Brown University  
Benefits Office  
Box 1879  
350 Eddy Street  
Providence, RI 02912  
Telephone: 401-863-3175

As Plan Administrator, the University has the discretionary authority to interpret the terms of the Plan, resolve all questions of act and other uncertainties relating to the Plan and decide eligibility for benefits although many of these responsibilities are fulfilled by the Fund Sponsor claims.

Day-to-day administrative matters relating to the Plan, such as answering employees' questions and distributing and receiving employee election forms, are also the responsibility of the Plan Administrator.

### **Type of Plan**

The Plan is a defined contribution 403(b) plan maintained by a tax-exempt entity within the meaning of Internal Revenue Code Section 501(c)(3) and an ERISA Section 404(c) plan.

The Plan is not an employment contract and does not provide any rights to employment or constitute a contract for employment.

### **Fund Sponsor**

The Fund Sponsors are TIAA and Fidelity.

You may contact TIAA at:

TIAA  
[INCLUDE ADDRESS]

You may contact Fidelity at:

Fidelity  
[INCLUDE ADDRESS]

**Plan Numbers**

- (1) 05-0258809 – The Employer Identification Number assigned to Brown University by the Internal Revenue Service
- (2) [002] -- The Plan Number used for reporting to the Department of Labor and the Internal Revenue Service

**Plan Year**

For purposes of administering the Plan, records are maintained on a calendar year basis (January 1-December 31).

**Agent for Service of Legal Process**

Service of legal process can be made:

Brown University  
Office of General Counsel  
Box 1913  
350 Eddy Street  
Providence, RI 02912

**Who Pays the Costs of the Plan?**

The cost of operating and administering the Plan is paid by the University. A small maintenance fee may be charged to your account for such transactions as loans or hardship withdrawals.

**What are the Plan’s Claims Procedure?**

In order to receive benefits under the Plan, you (or your beneficiary, if applicable) must generally file a written request for benefits with the Plan Administrator.

Time of initial decision – Written notice of the disposition of a claim will be furnished to you or your beneficiary within 90 days after the claim is filed unless the Plan Administrator needs additional time to process the claim. If this is the case, the Plan Administrator will notify the claimant in writing and will specify the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination. The additional time needed to review the claim may not exceed 90 days from the date the initial review period ends.

Claim denial – If the claim is denied, the Plan Administrator’s written notice to the claimant will contain the following information:

- (a) The specific reasons for the denial;

- (b) Specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material or information that the claimant must provide in order to perfect the claim, and an explanation of why the requested material or information is necessary; and
- (d) A description of the Plan's review procedures and the time limits that apply to such procedures, and a statement that the claimant has the right to bring an action under ERISA Section 502(a) following an adverse benefit determination on appeal, as described below.

If you receive a notice of denial and do not submit an appeal by the stated deadline, the initial decision is considered final. The administrative remedies of the Plan's claims procedures must be fully exhausted before a Participant can file suit against the Plan.

Appeal of denied claims – If you or your beneficiary have been denied a benefit by a decision of the Plan Administrator, you will have 60 days from receipt of the written notification of the denial to appeal it. This request must be in writing and should be sent to the Plan Administrator. On appeal, the Plan Administrator will:

- (a) Provide the claimant an opportunity to submit written comments, documents, records and other information related to the claim;
- (b) Inform the claimant that the claimant may obtain, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim; and
- (c) Conduct a review that takes into account all comments, documents, records and other information submitted by the claimant with respect to the claim regardless of whether such information was submitted or considered in the initial determination.

Notification of appeal denial – If the Plan Administrator denies a claim in whole or in part on appeal, the claimant will be notified within 60 days after the claimant has filed the request for a review of the initial adverse benefit determination unless the Plan Administrator needs additional time to process the review. If this is the case, the Plan Administrator will notify the claimant in writing, and will specify the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the benefits determination. The additional time needed to review the claim may not exceed 60 days from the date on which the initial review period ends.

The notice will contain the following information:

- (a) The specific reasons for the denial;

- (b) Specific reference to pertinent Plan provisions on which the denial is based;
- (c) A statement that the claimant may obtain, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits; and
- (d) A statement that the claimant has the right to bring an action under ERISA Section 502(a).

As described below, in certain circumstances you may bring a court action against the Plan to recover benefits due to you. You may only do this if you have first followed the claims procedure described above.

#### (a) STATEMENT OF ERISA RIGHTS

(b) As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all plan participants shall be entitled to:

##### Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement from the Plan Administrator telling you whether you have a right to receive a benefit at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan will provide the statement free of charge.

##### Prudent Actions by Plan Fiduciaries

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other

Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a retirement benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relation's order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.