

Section 1: Domestic Partners

1. We, _____ and _____ represent and

 WHOI Employee Domestic Partner
 certify, based on our own personal knowledge, that we meet all applicable eligibility requirements under the WHOI Benefits programs.

In addition, as domestic partners in an exclusive relationship, we acknowledge:

- We are at least eighteen (18) years of age or older and of legal age of consent;
- We are mentally competent to consent to this affidavit and enter into a legal contract;
- We share the same residence and intend to continue to do so living together as a non-married cohabiting couple, currently living at

Street Address

City, State, Zip

- We are jointly responsible for basic living costs;
- We are in a relationship of mutual support, caring and committed in which we intend to have a dependent relationship with each other that is consistent with that of a marriage indefinitely;
- We are not currently legally married to or legally separated from anyone; nor have either one of us had another/different Domestic Partner/Spouse within the most recent 12 consecutive month period;
- We are not related to each other by marriage, adoption or blood to a degree of closeness that would otherwise bar marriage in the State in which we are cohabiting; and
- We both entered into the domestic partnership voluntarily, willingly, and without reservation.

Criteria for WHOI Domestic Partnership:

- My Domestic Partner and I are/have been each other’s sole Domestic Partner since _____; and
- We are providing to WHOI copies of at least two (2) of the items below as proof of our Domestic Partnership:

Acceptable Documentation for Proof of Domestic Partnership
Please choose either Option 1 or Option 2:

Option 1:

- o Proof of shared residence via joint mortgage statement, joint rental agreement, or deed;
- o Automobile title or registration showing joint ownership of a vehicle;
- o Joint checking, bank, or investment account statement;
- o Joint credit account statement; or
- o A will and/or life insurance policy which designates the other as primary beneficiary. WHOI beneficiary forms count.

Note: Proof of eligibility and dependency documents must be dated prior to the date of enrollment. One document must be dated at least 12 months prior to the date of enrollment and the other documents must be dated within 60 days prior to the date of enrollment.

Option 2:

- o Proof of a Registered Domestic Partnership registered with the state of residence; or an executed agreement (other than the "Affidavit of Domestic Partnership") documenting the domestic partnership as allowed, required, or accepted by the state of residence.

Additionally, I, _____ agree to (all of the following):

WHOI Employee

- Notify WHOI if there is any change in circumstances [attested to in this Affidavit] which requires the termination of the Domestic Partnership as soon as such event occurs, but not later than within thirty-one (31) days of such change.
- File a Termination of Domestic Partnership Statement or provide proof of state dissolution of Domestic Partnership, similar to that of a divorce decree, as written documentation to WHOI. Such Statement shall affirm that the Domestic Partnership is terminated and the date of the termination. (A copy of the Termination of Domestic Partnership Statement will be mailed to the former Domestic Partner).
- Wait at least twelve (12) months following the date of the Termination of Domestic Partnership to file a new Domestic Partnership Affidavit. (The waiting period is not applicable if there is a State Recognized Domestic Partnership in place and/or the new Domestic Partnership is State Recognized.)
- Provide to WHOI any and all required and requested documentation, within five (5) business days of the request, in support of criteria above.

Section 2: Statement for ALL Domestic Partners

We affirm, under pain and penalty of perjury, that the foregoing information provided in this affidavit/notice is true and complete and that all required provisions have been met.

We acknowledge and agree to the terms stated herein; and we further understand that false or inaccurate information, including information related to the eligibility of my dependents, including my Domestic Partner, may result in the termination of coverage, nonpayment of benefits, or other disciplinary action up to and including termination of employment for the WHOI employee. In the event of a discrepancy between this document and the official Plan Documents, the Plan Documents will govern.

Arbitration Agreement: We understand that any dispute of controversy, except medical malpractice, that may arise regarding the performance, interpretation or breach of this agreement between myself (and/or any enrolled eligible dependent) and the insurance carriers, or any Participating Medical Group/Independent Physicians association, whether arising in a contract, tort or otherwise, must be submitted to arbitration in lieu of jury court trial.

We have received and read the WHOI policy guidelines regarding eligibility of Domestic Partners and agree to notify Woods Hole Oceanographic Institution if our Domestic Partnership no longer meets the eligibility criteria established herein or ends. We have also received, read and completed, if applicable, the Certification of Legal Tax Dependents.

Employee Signature

Date

Domestic Partner Signature

Date

