

**UNIVERSITY OF HAWAI'I**  
**403(b) SALARY REDUCTION AGREEMENT**

**EMPLOYEE INFORMATION:** *As appears on the Payroll Notification Form (PNF)*

Name: \_\_\_\_\_ Social Security No.: \_\_\_\_\_  
Home Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Campus/Dept./College/School: \_\_\_\_\_ Daytime Ph. No.: (\_\_\_\_) \_\_\_\_\_  
E-mail address: \_\_\_\_\_ Gross Monthly Salary: \$ \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_ (Effective on either the 1<sup>st</sup> or 16<sup>th</sup> of the month)

*Salary reduction instructions shall be implemented in accordance with University of Hawai'i's (UH) administration schedule.*

Examples: New salary reduction effective 01/01/06 – Deduction shown on 01/15/06 (faculty) or 01/20/06 (non-faculty) pay check.

Cancellation effective 01/16/06 – No deduction shows on 01/31/06 (faculty) or 02/05/06 (non-faculty) pay check.

**CONTRIBUTION INFORMATION:** *Check all that apply and complete the Service Provider(s) Section, as needed.*

\_\_\_ **Initiate New Salary Reduction** - Reduce my salary by the **monthly** amount of \$ \_\_\_\_\_ or \_\_\_\_% to the Service Provider(s) listed below. An account has been established or continues to be active with the Service Provider.

\_\_\_ **Change Salary Reduction** - Change the **monthly** amount of my 403(b) Salary Reduction from: \$ \_\_\_\_\_ or \_\_\_\_% to: \$ \_\_\_\_\_ or \_\_\_\_% for the Service Provider(s) listed below.

\_\_\_ **Change Service Provider(s)** - Change my Service Provider(s) from: \_\_\_\_\_  
Service Provider (Insurance Company or Custodian) SP Code  
to the Service Provider(s) listed below.

\_\_\_ **Cancel Salary Reduction** - Discontinue my 403(b) Salary Reduction with the Service Provider(s) listed below.

**SERVICE PROVIDER(S):**

Mo. Amount or Percent	Service Provider (SP) (Insurance Company or Custodian Name)	SP Code
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

**EMPLOYEE SIGNATURE:**

I certify that I have read this complete agreement. I understand my responsibilities as an Employee under this Program and I request that UH take the action specified in this agreement. I understand that all rights under the annuity or custodial account(s) established by me under the Program are enforceable solely by me, my beneficiary or my authorized representative.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT AND REPRESENTATION OF AGENT/REGISTERED REPRESENTATIVE:**

I agree to comply with all pertinent written directives regarding solicitation of UH Employees. Furthermore, I agree to indemnify and hold harmless UH, any member of the governing board, and the Employee participating in the 403(b) Program against any claims arising from my solicitation of said Employee.

\_\_\_\_\_  
Signature of Agent/Registered Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent/Registered Representative Name (Please print or type)

\_\_\_\_\_  
Agency/Brokerage/Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
Agency/Brokerage/Company Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
City, State, Zip

**UNIVERSITY OF HAWAI'I SIGNATURE:**

UH hereby agrees to this Salary Reduction Agreement.

\_\_\_\_\_  
UH Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## UH 403(b) Salary Reduction Agreement

### **TERMS OF AGREEMENT:**

The above named Employee agrees to modify his/her salary as indicated above. UH agrees to contribute this amount on the Employee's behalf into the annuity or custodial accounts selected by the Employee. It is intended that the requirements of all applicable State or Federal income tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees to the following: 1) this Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect; 2) this Salary Reduction Agreement may be terminated at any time with respect to amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted; 3) this Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the Employer's administration procedures; 4) the salary reductions are subject to the maximum allowable contribution (MAC), and by executing this agreement, acknowledge that the University has the authority to stop reductions before that amount is exceeded; and 5) that the MAC calculated by the Agent/Registered Representative is based on the Employee's eligible income which is subject to change and that any changes to the Employee's eligible income will affect the MAC.

The Employee agrees to indemnify and hold UH harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts in this 403(b) Program. The Employee acknowledges that UH has made no representation to the Employee regarding the advisability, appropriateness or tax consequences of the purchase of the annuity and/or custodial account described herein. The Employee agrees UH shall have no liability whatsoever for any and all losses suffered by the Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of the insurance company or regulated investment company; the solvency of, operation of or benefits provided by said insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies. Nothing herein shall affect the terms of employment between UH and Employee. This agreement supersedes all prior Salary Reduction Agreements and shall automatically terminate if Employee's employment is terminated or UH terminates the 403(b) Program. Any participant found to be in violation of the University's 403(b) Program shall have their salary reduction agreement(s) terminated.

### **IMPORTANT INFORMATION**

Read this information before you complete this Salary Reduction Agreement.

1. UH does not choose the annuity contract or custodial account in which the Employee's contributions are invested.
2. The Employee is responsible for setting up and signing the legal documents to establish the annuity contract or custodial account. The Employee, not UH, is to be identified as the contract/certificate holder or account holder.
3. In order for the Employee to receive the expected tax results, the annuity contract or custodial account established must meet the requirements of Section 403(b) of the Internal Revenue Code. It is solely the Employee's responsibility to establish the proper type of contract or account for this purpose.
4. The Employee is responsible for naming a death beneficiary under the annuity contract or custodial account. This is normally done at the time the contract or account is established, although the designation should be reviewed from time to time.
5. The Employee is responsible for investment decisions, distributions and any other transactions with the insurance company or investment company and shall have total responsibility for all distributions and any resulting taxation consequences. All rights under the contract or account are enforceable solely by the Employee, the Employee's beneficiary or the Employee's authorized representative. The Employee must deal directly with the insurance company or investment company to make loans, transfer to different contracts or investment accounts, begin distributions, or to handle any other transactions.
6. Submit the original and one (1) copy of the completed UH Form 82 with a self-addressed stamped envelope to:

**Office of Human Resources  
2440 Campus Road  
Administrative Services Building 2  
Honolulu, HI 96822**