

# Affidavit of Domestic Partnership

Submit this affidavit to University Human Resources (Attn: COBRA Specialist, Poplars E165, IU Bloomington)

## EMPLOYEE INFORMATION:

Please check one:  IU Faculty/Staff  GME Resident  Graduate Appointee

Employee Name (Last, First, MI): \_\_\_\_\_ 10-digit ID: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Gender: \_\_\_\_\_ Social Security Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## DOMESTIC PARTNER INFORMATION:

Domestic Partner Name (Last, First, MI): \_\_\_\_\_ Partnership Began On: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Gender: \_\_\_\_\_ Social Security Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DOMESTIC PARTNER DEPENDENT CHILD INFORMATION:** List only the domestic partner’s children who meet the eligibility requirements outlined at [hr.iu.edu/benefits/needknow.html](http://hr.iu.edu/benefits/needknow.html).

Name (Last, First, MI): \_\_\_\_\_ SSN: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ RC: \_\_\_\_\_

Name (Last, First, MI): \_\_\_\_\_ SSN: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ RC: \_\_\_\_\_

Name (Last, First, MI): \_\_\_\_\_ SSN: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ RC: \_\_\_\_\_

Name (Last, First, MI): \_\_\_\_\_ SSN: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ RC: \_\_\_\_\_

**RC (Relationship Code):** DS = biological or adopted son of domestic partner  
DD = biological or adopted daughter of domestic partner

## TAX DEPENDENT INFORMATION:

Is the Domestic Partner or Domestic Partner’s Dependent Child(ren) a qualified tax dependent of the employee?  Yes\*  No

\*If Yes, please complete the Certification of Tax-Qualified Dependents form available at [hr.iu.edu/pubs/forms/taxqualified.pdf](http://hr.iu.edu/pubs/forms/taxqualified.pdf).

## DECLARATION:

I declare that my partner and I:

- 1) are at least 18 years of age and competent to enter into a contract.
- 2) are the same sex and, therefore, prevented from marrying in Indiana.
- 3) are not married to another individual and are not the domestic partner of another individual.
- 4) are not related by blood closer than would bar marriage in the state of Indiana.
- 5) live together as a couple in a shared residence and intend to live together indefinitely.
- 6) have a relationship of exclusive mutual commitment that is the functional equivalent of a marriage; that is,
  - we are jointly responsible for each other for the necessities of life including each other’s financial obligations; and
  - we intend to remain in the relationship indefinitely; and
  - we would enter into a legal marriage if the opportunity were available in the United States; and
  - we have agreed that in the event of dissolution of our domestic partnership, there will be a negotiation of the division of property similar to that required of a married couple in the event of a divorce.
- 7) In lieu of the marriage certificate that the University requires to cover an employee’s spouse, I am submitting the following supporting documentation to verify our interdependent financial relationship:
  - A valid marriage certificate, civil union registration, or domestic partnership registration issued by a state or foreign nation that has legalized same-sex marriage, same-sex civil unions, or domestic partnerships; or
  - Joint ownership of a residence (home, condo, mobile home); or
  - One of the following: a lease for a residence identifying both partners as tenants; joint ownership of a motor vehicle; joint credit account; joint checking account; or other evidence of joint ownership of a major asset or joint liability of debt.

(continued)

## ACKNOWLEDGEMENTS

- 1) I have read and understand the eligibility requirements, employee responsibilities, and tax information described in the *Domestic Partner Benefits Program Eligibility Information* sheet.
- 2) Indiana University has advised me to consult with an attorney regarding the legal consequences of signing this declaration; for example, whether this document can be used by creditors to hold one partner responsible for the debts of the other or whether a partner may use this document as entitlement to division of property acquired during the partnership.
- 3) I waive, release, and indemnify the university from all claims and causes of action that may arise as a result of the university affording benefits to, or certifying domestic partnerships.
- 4) Indiana University's cost for providing domestic-partner benefits and the employee's payroll contribution will generally be taxable income to the employee unless the domestic partner and partner's dependent children are qualified tax dependents of the employee.
- 5) The employee is responsible for notifying Indiana University by submitting a *Termination of a Domestic Partnership form* within 30 days of the date that I no longer meet the eligibility requirements for domestic-partner benefits. I understand that eligibility for domestic-partner benefits ends on the day that my partner no longer meets the eligibility requirements.
- 6) This affidavit is requested for the purpose of Indiana University making a determination of my eligibility for domestic-partner benefits provided by Indiana University; that this information will be held confidentially, but will be disclosed as needed to arrange benefits with applicable third party administrators or as required by law or a court; and that the university may be required to make the records of this domestic partnership available to the public under the Freedom of Information Act.
- 7) I understand that the university may change benefit coverage and eligibility at any time.

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## CERTIFICATION

I certify that the foregoing information is true and correct and understand that an intentionally false declaration of a domestic partnership or failure to file a timely notice of *Termination of a Domestic Partnership* with University Human Resource Services may result in disciplinary action up to and including termination of employment at Indiana University. I agree that in the event of a false declaration, or the failure to file a *Termination of a Domestic Partnership form* with the university, Indiana University may recover damages from me for all costs and expenses incurred by the university as a result of that false declaration, including, without being limited to, attorneys' fees incurred by the university to recover such damages.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

### FOR UHR USE ONLY

Affidavit received and approved by: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_