Princeton University Retirement Plan
Summary Plan Description

November 2021
# Princeton University Retirement Plan
## Summary Plan Description

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This Summary Plan Description ("SPD") describes in general terms the benefits you may receive under the Plan. This SPD does not determine rights under the Plan, but is intended only as a summary of the important provisions of the Plan. In the event of any inconsistency between the Plan document and this SPD, the terms of the Plan document will determine your rights to benefits.
Introduction

The Trustees of Princeton University (the "University") established the Princeton University Retirement Plan (the "Plan"), effective as of January 1, 1994. The Plan is a tax-qualified defined contribution savings plan that is intended to comply with the requirements of section 401(a) of the Internal Revenue Code (the "Code").

The purpose of the Plan is to provide retirement benefits to participating employees. The University makes contributions to the Plan on your behalf and these contributions are invested in the investment options that you select (or, if applicable, in a default investment alternative if you make no affirmative investment election). Currently, the Plan offers an array of investment options designed to enhance your ability to create a diversified retirement portfolio with the assets in your retirement account. TIAA serves as the Plan's record-keeper. The University makes all contributions to the Plan. You are not allowed to make voluntary contributions to the Plan.

The Plan is designed to provide for the payment of benefits at the time that you retire or die. Your final benefit under the Plan is based on all the amounts contributed on your behalf, increased by investment income and gains allocated to your account and decreased by distributions, investment losses and expenses.

Summary Plan Description

This document summarizes the important provisions of the Plan and serves as a "summary plan description" ("SPD") in accordance with the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). The terms of the Plan are described in the SPD in a summary fashion. This summary is intended to highlight the most important provisions of the Plan in non-legal language and to provide you with a general understanding of Plan benefits. However, benefits can only be provided in accordance with the terms of the official Plan document, and the SPD is neither the Plan nor a substitute for the official Plan document. It does not describe all of the Plan provisions and may not cover provisions that only apply to certain participants in certain situations.

If you believe you are entitled to a benefit that you have not received or if you disagree with any determination made by the Plan Administrator regarding your benefit (such as the amount of your benefit or how it is calculated), you may submit a claim for benefits under the Plan. However, the time period for submitting a claim for benefits is limited. If you fail to make a timely claim for benefits or you fail to timely appeal a claim, you may lose your right to those benefits. For important information regarding the process for submitting a claim for benefits and the deadlines of submitting such a claim, see the If A Claim Is Denied section of this SPD.

If there is any conflict between the provisions of the SPD and the official Plan document, the Plan document provisions will govern. No person can make any statements of any kind that alter or amend the terms of the Plan. Accordingly, you should not consider the
Plan to have been amended based on written or oral statements made by any employee, officers, director, or representative of the University or its affiliated organizations or service providers, including TIAA. The SPD and the Plan do not constitute a promise or guarantee of employment with the University or its affiliated organizations.

**Interpretation of the Plan**

This Plan is intended to comply with Section 404(c) of ERISA. This means that you (not the University or anyone else) control your Plan investments, and that the University and the Plan's fiduciaries (including but not limited to the Plan Administrator) are relieved of liability for any loss, which is the direct and necessary result of your actual or deemed investment instructions.

The following sections of this SPD summarize the major features of the Plan. If you have any questions about the Plan, please contact your Human Resources office, or TIAA at 1-800-842-2776.
Eligibility and Enrollment

Eligibility

To be eligible for Plan participation, you generally must be a member of the faculty or staff who is employed at 50% duty-time or more, with such level of duty-time expected for four and one half months or more during any "Plan Year" (the 12-month calendar year), and who is on the regular monthly or bi-weekly payroll. However, as described in the Participation section below, in certain instances other types of employees who work more than 1,000 hours of service in an Eligibility Computation Period (as defined below) also are eligible to participate in the Plan. If you are a visiting professor from a U.S. academic institution who has been appointed to teach at the University, you may also be eligible to participate in the Plan as long as it is certified in writing, to the satisfaction of the Dean of the Faculty, that your home institution is not making contributions to any retirement plan on your behalf based on compensation you receive from the University. Visiting Professor/Faculty Member Retirement Plan Contributions authorization forms are available from the Office of the Dean of the Faculty, 7 Nassau Hall.

If you are classified by the University as a member of any of the following employee categories, you are not eligible for participation in the Plan:

- Visiting Fellow or Postdoctoral Research Fellow (Visiting Research Fellow), visiting lecturer, or any other visiting staff member (other than a visiting professor);
- Intern;
- Pre-doctoral Research Assistant;
- Union employee, unless the collective bargaining agreement covering you provides for eligibility;
- Casual Employee (including biweekly paid and monthly paid short-term professional except as otherwise described in the Participation section below);
- Temporary employee;
- Hourly employee;
- Independent contractor (even if determined to be a common law employee under a governmental audit or legislation);
- Full-time Princeton University Student;
- A "leased employee"; or
- A category of employees excluded from coverage under a Board of Trustees’ resolution.

Participation

In general, if you are an eligible employee, your participation begins on the first day of the month coincident with or next following the date you meet the eligibility requirements. However, there are some special participation rules for Casual Employees and other types of employees who are scheduled to work less than 50% of full-time, as follows:
• **Casual Employees.** A person classified by the University as a Casual Employee will become a participant on the first day of the month coincident with or next following the completion of an Eligibility Computation Period during which the Casual Employee is credited with 1,000 or more hours of service. For these purposes, the "Eligibility Computation Period" is the twelve-month period beginning on the Casual Employee’s first day of employment (or reemployment for a rehired Casual Employee) and each anniversary thereof. In addition, a Casual Employee who previously retired from the University and is eligible for medical coverage under the University's retiree medical plan will become a participant in the Plan (regardless of his or her hours of service) on the first day of the month coincident with or next following the month in which he or she is rehired.

• **Other Employees Scheduled at Less than 50% Duty-Time.** An employee (other than a Casual Employee) who is not eligible to participate in the Plan because he or she is not employed at 50% duty-time or more, with such level of duty-time expected for four and one half (or more) months during the year, will become a participant on the first day of the month coincident with or next following the completion of an Eligibility Computation Period during which the employee is credited with 1,000 or more hours of service. This assumes the employee is not otherwise excluded from Plan participation (see the list of excluded employee categories in the Eligibility section above).

For purposes of applying these rules, employees who are paid on an hourly basis will be credited with the actual hours of service worked during the Eligibility Computation Period and employees who are paid on a salaried basis will be credited with 45 hours of service for each week in which they actually completed one hour of service during the Eligibility Computation Period.

**Enrollment**

In order to select the investment options in which your account will be invested, you should take one of the following steps **within 31 days of your hire date:**

- Contact the Plan's record-keeper by calling **TIAA** at 1-800-842-2776 (8:30 a.m. to 9:00 p.m. Eastern Standard Time, Monday through Friday); or

- Access the record-keeper’s website at [www.tiaa.org/princeton](http://www.tiaa.org/princeton). You will need your date of birth, Social Security number, ZIP code and Plan number to register. The plan number for TIAA is 102861 for Main Campus and 102865 for PPPL.

If you do not enroll within 31 days of your hire date, your University contributions will be directed to the Plan's default investment alternative that assumes you will retire at age 65, as described in the Investment Choices section below.

**Naming a Beneficiary**

The Plan's online enrollment application and enrollment form include a section for you to designate a beneficiary(ies). If you have not done so already, you should name a beneficiary for your Plan account. If you should die prior to the payment of your benefit from the Plan, the beneficiary(ies) you named will receive the amount of your accumulated account. If you die before benefit payments begin without having named a beneficiary and you are married at the time of your death, your spouse will receive fifty percent (50%) of your account, and your estate will receive the remaining portion of your account. For more information, please refer to the section, Spousal Rights. If you are not married and do not designate a beneficiary, your estate will receive the full balance of your account.

**Important Note Regarding July 2016 Consolidation of Record-Keeping:**

Please note that effective with the July 2016 consolidation of the Plan's record-keeping responsibilities from two providers (TIAA and Vanguard) to one (TIAA), there was a change in the beneficiary designation process. If, at the time of the consolidation, you only had a Vanguard account, your beneficiary election (if any) was transferred automatically to TIAA. If you had only a TIAA account, your beneficiary election (if any) did not change. If you had accounts at both Vanguard and TIAA, your beneficiary election (if any) defaulted to the election you had on file for your TIAA account.

You may change your beneficiary designation at any time prior to receipt of your benefit payments. If you are married and elect a life annuity, or if your investment contract so requires, your spouse must consent in writing if you elect a non-spouse beneficiary or a form of payment other than an annuity that provides for periodic payments to your spouse upon your death that are not less than 50% nor more than 100% of the periodic payments made to you prior to your death. Further, even if you do not elect a life annuity and your investment contract does not require spousal consent, you still need spousal consent in order to designate a non-spouse beneficiary for more than 50% of your account. Spousal consent must be witnessed by a notary public. For purposes of the Plan, your "spouse" is the person to whom you are legally married.

You should review your beneficiary designation periodically to make sure the person(s) you want to receive the benefit is properly designated. You may change your beneficiary by accessing your online account at www.tiaa.org/princeton or by completing the Designation of Beneficiary form, available from TIAA (1-800-842-2776). A beneficiary election form is not effective unless and until it is appropriately completed and filed with the Plan.
How the Plan Works

When you begin participation in the Plan, the University will automatically make contributions to your account at the end of each pay period. You decide how to invest those contributions. For more information on investing Plan contributions, please refer to the sections, Managing your Account and Investment Choices. The contributions are based on a percentage of your compensation, according to the schedule shown below. If you participate in the Plan for only a part of a year, your contribution will be based on the actual compensation that you earned during this period of participation in the Plan.

The University contributes:

- 9.3% on the portion of your compensation up to the Social Security Wage Base (described below), and
- 15% on the portion of your compensation above the Social Security Wage Base.

You are neither required nor permitted to make your own contributions to this Plan.

Compensation

Compensation means the base salary or wages paid to you by the University, including lump sum payments made in place of a regular annual salary increase, temporary disability salary or wage continuation, and military differential wage payments. In addition, compensation includes summer salary (i.e., straight-time pay for hours worked by an Employee classified as a 9-, 10-, or 11-month employee during his or her scheduled months off). Your compensation also includes any pre-tax deductions taken from your paycheck for:

- health care premiums;
- vision care premiums;
- dental care premiums;
- contributions to a Health Benefit Expense Account (HBEA), Dependent Care Expense Account (DCEA), or Parking and Transit Accounts; and
- contributions to the Retirement Savings Plan.

However, compensation excludes:

- overtime;
- bonuses;
- severance pay;
- the value of cash or non-cash fringe benefits provided by the University;
- amounts paid in reimbursement of, or in place of, expenses incurred by you in the performance of your duties;
- the value of non-money awards or gifts made by the University; and
- any amount you received while not an active participant in the Plan (including periods following your termination of employment).
Federal law limits the amount of your salary on which the University is permitted to make contributions. For 2022, the limit is $305,000. This limit is subject to adjustment by the Internal Revenue Service ("IRS") in future years.

**Social Security Wage Base**

Each year the federal government determines the Social Security Wage Base ("SSWB") and announces the SSWB in October for the coming calendar year. For 2022, that limit is $147,000.

**Contribution Limits**

The total amount of contributions made on your behalf for any year cannot exceed the limits imposed by Code section 415. The IRS announces Section 415 limits in October for the coming calendar year. For 2022, the maximum is the lesser of:

- 100% of compensation for the Plan Year, or
- $61,000

**Contributions While on a Leave of Absence**

During a paid leave of absence, the University will continue to make contributions based on the compensation you are paid during your leave. Since you do not receive compensation during an unpaid leave, no contributions will be made during the period of the unpaid leave of absence, unless you are on Military Leave, or an approved long term disability leave, or are receiving Workers' Compensation benefits.

**Workers’ Compensation Benefits**

If you become totally disabled while participating in the Plan and begin receiving Workers' Compensation benefits, the University will continue to make contributions on your behalf based on the Compensation you were earning before your Workers' Compensation benefits started. The University will continue to make contributions until you stop receiving Workers' Compensation benefits.

**Long Term Disability Leave**

If you become totally disabled, the University will continue to make contributions to the Plan on your behalf. In order to be eligible for University contributions during a long term disability, you must become totally disabled while you are an active participant in the Plan. For purposes of the Plan, you are totally disabled if you receive benefits under the University’s Long Term Disability Plan.

Contributions will be based on your compensation immediately before you become disabled. In the event that you become disabled between April 2 and June 30, the University’s contribution to the Plan while you are totally disabled will be determined
based on your compensation as if you worked through the July 1 of the next fiscal year. If you are an employee at the Princeton Plasma Physics Laboratory and your disability begins between July 2 and September 30, the University’s contribution to the Plan while you are totally disabled will be determined based on your compensation as if you worked through the October 1 of the next fiscal year.

If you stop receiving benefits under Princeton University’s Long Term Disability Plan and do not return to work, the University will stop making contributions to the Plan on your behalf on the last day of the month in which your Long Term Disability Plan benefits terminate.

**Military Service Leave of Absence**

If you are absent from employment because of service in the uniformed services of the United States, and then return to the University within the time period required by law, the University will make contributions to the Plan equal to what would have been contributed if you had remained employed at the University during your period of military service. Your contributions will be based on the compensation you would have received during the time you were on military leave.

**Rollover Contributions**

Rollovers to the Plan are **not** permitted.

**Vesting (Ownership)**

Ownership of, or the right to, the value of your account is called vesting. You become vested in your account when:

- You complete two and one-half years (30 months) of service with the University;
- You reach normal retirement age (age 65) while employed by the University;
- You become totally disabled while an active employee (as described above);
- You die while an active employee; or
- You die while engaged in active military service.

In addition, if you are not vested in the Plan and the Plan is partially or completely terminated, you will become a fully vested participant at that time.

Once you are vested, the money in your account cannot be forfeited. For vesting purposes, you will be credited with a month of service for each month you worked for the University for a minimum of one (1) hour. If you terminate your employment prior to becoming vested, you will not receive any benefit under the Plan. If you are absent from employment due to service in the Uniformed Services of the U.S. and return to the University within the time period required by law to preserve your reemployment rights, your military service will count as vesting service.
Service at a Prior Employer

Under certain circumstances, service at your prior employer may be used as credit towards the 30 months service requirement for vesting. In order to receive credit for your previous employment, your prior employer must be classified as an exempt organization under Code section 501(c)(3), or your previous employer must have been a public college or university which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance at the place where its educational activities are regularly carried on. Service at an educational institution outside of the United States is also counted toward the vesting requirement.

The prior employer is defined as your most recent employer prior to your joining the University or becoming a benefits-eligible employee. You will not be credited with service at your prior employer if your employment was terminated more than six months before you began employment with the University. To be credited for previous employment, please have your previous employer (i.e., its Human Resources Department) complete the Princeton University Certification of Prior Employment form and submit it to your Office of Human Resources while you are still employed by the University. This form is located on the Human Resources website under "Quick Links – Forms – Benefits – Retirement Plans" and is also available by contacting the Office of Human Resources.

Vesting Status and Break-In-Service-Rules

A break-in-service is a period of time during which you terminate your employment with the University.

Once you are fully vested in the Plan, you will always be fully vested. Therefore, if you are a fully vested participant and are no longer eligible to participate in the Plan or you leave the University, you will always be a vested participant. If you are rehired as an eligible employee, you will immediately re-enter the Plan as a fully vested participant.

If you are not vested when you have a break-in-service and then become eligible to participate in the Plan or are rehired, the length of your break-in-service affects your vesting credits:

- If your break-in-service is 12 months or less, the months during the break-in-service count towards the 30-month vesting requirement if you return to employment with the University.
- If your break-in-service is more than 12 months but less than five (5) years, the months during the break-in-service do not count towards the 30-month vesting requirement. However, the vesting credits you had earned prior to your break-in-service count towards the 30-month vesting requirement if you return to employment with the University.
- If your break-in-service is five (5) years or more, both the months during the break-in-service and any vesting credits you earned prior to the break, do not count towards the 30-month vesting requirement.

**Forfeiture and Restoration**

If you are not vested under the Plan when you terminate employment with the University, your account will be forfeited as of your termination date. The University will use any forfeited amounts to reduce future contributions to the Plan. If you are reemployed by the University at a time when your vesting service is restored to you, any amounts that you forfeited from your account (but no earnings on such amounts) will be restored to you.

**When Coverage Ends**

Your active participation in the Plan ends on the earliest of the date:

- You are no longer eligible to participate in the Plan, or
- The Plan is terminated
Managing Your Account

Allocation of University Contributions for Investment Purposes

You may elect to invest your Plan account among any of the investment options offered through the Plan. Initially, you choose among the available investment options and the percentage of your account that you want to invest in each option by going online at www.tiaa.org/princeton or by contacting TIAA at 1-800-842-2776. Your investment election will remain in effect until you change it.

If you enroll in the Plan and start receiving contributions, but you do not make an investment election, your contributions will be invested in the Plan's default investment alternative as described in more detail in the Default Investments section below.

Changing Your Investment Election for Future Contributions

You may change your investment election for future contributions at any time after you become a Plan participant. Changes are made by accessing your online account at www.tiaa.org/princeton or by contacting TIAA at 1-800-842-2776.

Allocation requests generally will be effective as of the close of the New York Stock Exchange (usually 4 p.m. ET) on the day the instructions are received by the Plan, unless you choose the last day of the current month or any future month. Allocation requests received after the close of the New York Stock Exchange generally are effective as of the close of the Stock Exchange (usually 4 p.m. ET) on the next business day.

Changing Your Investment Election for Your Existing Account

After contributions have been made to your account and invested in accordance with your initial investment election, you may later choose to transfer the amounts in your account to another available investment option offered through the Plan. To change your account allocations, access your online account at www.tiaa.org/princeton or contact TIAA at 1-800-842-2776.

Transfers generally will be effective as of the close of the New York Stock Exchange (usually 4 p.m. ET) on the day the instructions are received by the Plan, unless you choose the last day of the current month or any future month. Instructions received after the close of the New York Stock Exchange (usually 4 p.m. ET) generally are effective as of the close of the Stock Exchange on the next business day. In the event that the Plan determines that an excessive number of investment transfers are being made, the Plan reserves the right to limit or suspend further fund transfers.

Default Investments

If you do not make an affirmative election to designate how your account should be invested, your account (including all future contributions and earnings) will be invested
in the Plan’s default investment fund. Except as described below, the Plan’s current default investment fund is the age-appropriate Vanguard Target to Retirement Fund. You are free to change this default investment election and make an affirmative investment election at any time or for any reason by following the Plan’s investment option election and exchange process described above.

The limited exception to the age-appropriate Vanguard Target to Retirement Fund serving as the Plan’s default investment fund is that if you were defaulted into the TIAA Life Cycle Fund before the July 1, 2016 record-keeper consolidation, your account (and future contributions and earnings) will continue to be defaulted into the TIAA Life Cycle Fund unless and until you make an affirmative investment election otherwise.

**The Plan is a 404(c) Plan**

The Plan is intended to operate as a plan described in Section 404(c) of ERISA, and Title 29 of the Code of Federal Regulations, Section 2550.404c-1. This means that the Plan lets each participant choose from a broad range of investments, and each participant can (and has the responsibility to) decide for himself or herself how to invest the assets in his or her account under the Plan. Because the Plan allows and encourages you to direct your investments and provides you pertinent information concerning your investments, the fiduciaries of the Plan will be relieved of liability for the results of your actual (or deemed) investment decisions, as provided under Section 404(c) of ERISA.

**Reports**

You will receive quarterly and annual reports from the Plan that will provide you with information about your account (e.g., contributions, earnings, losses, expenses, etc.).
Information about the Plan’s Investment Choices

The Plan offers a number of different investment choices, including annuities and mutual fund investment alternatives. To obtain more information and materials about the Plan's investment choices (including investment objectives, risks, charges, and expenses, annuity contracts, fund prospectuses, etc.), you can contact TIAA as follows:

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<th>Telephone Counseling Center</th>
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<tr>
<td><strong>1-800-842-2776</strong></td>
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<tr>
<td><strong>Monday to Friday, 8 a.m. to 10 p.m. ET</strong></td>
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<tr>
<td>Telephone consultants are available to answer questions from participants regarding investment choices, income options, benefits, premiums, preretirement illustrations, payments and taxation.</td>
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<td><strong>1-800-842-2252</strong></td>
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<td><strong>These services are available 24 hours a day, seven days a week.</strong></td>
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<tr>
<td>For the latest TIAA Traditional interest rates, accumulation unit values, and investment performance of the TIAA variable annuity accounts and mutual funds, and to change premium allocations and transfer accumulations.</td>
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<th>Princeton, New Jersey Office</th>
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<td><strong>1-800-842-8412</strong></td>
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<td><strong>Monday to Friday 8 a.m. to 5 p.m. ET.</strong></td>
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<td>Consultants from the Princeton, New Jersey office are at the University on a regular basis for one-on-one financial consultations. To schedule an appointment, please sign up on TIAA’s website at <a href="http://www.tiaa.org/princeton">www.tiaa.org/princeton</a> or call at 800-842-8412.</td>
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<th><a href="http://www.TIAA.org/princeton">www.TIAA.org/princeton</a></th>
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<tr>
<td><strong>These services are available 24 hours a day, seven days a week.</strong></td>
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<td>Whether you want general or specific financial information or secure access to your accounts, you can accomplish virtually any task through the TIAA Web Center.</td>
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Through the Web Center, you have quick access to information about your annuity and/or mutual fund accumulations and recent contribution history, and you can make allocation changes and transfer accumulations at any time.

The Web Center also provides a wide range of services to help you plan your financial future, including guidance on developing an investment strategy, interactive planning tools, and market news and reports.
The University also offers independent financial advice to Plan Participants through CAPTRUST at no additional cost to you. You can contact CAPTRUST as follows:

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<th>CAPTRUST</th>
<th>CAPTRUST financial advisors are available to provide independent financial advice to Plan Participants at no cost to you.</th>
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<tr>
<td>1-800-967-9946</td>
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<td><a href="http://www.captrust.com">www.captrust.com</a></td>
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<td><a href="http://www.captrustadvice.com">www.captrustadvice.com</a> (to schedule an appointment)</td>
<td></td>
</tr>
</tbody>
</table>

Alternatively, you can contact the Benefits Office at benefits@princeton.edu for information on how to make an appointment for TIAA counseling sessions.

**Investment Option Considerations**

Remember, every investment is subject to some type of risk. In that regard, an investment in an equity fund is subject to risks, including fluctuations in the stock market as well as the risks inherent in ownership of any equity security, including the risk of loss of principal. An investment in a fixed income fund is subject to risks, including fluctuations in interest rates and in the bond market as well as the possibility of default on any non-U.S. Government obligations. The value of your principal will fluctuate, even in a U.S. Government bond fund, because the market value of each bond changes with market conditions. Bond prices rise when interest rates fall and vice versa. An investment in a money market fund is subject to fluctuations in short term interest rates as well as the possibility of default on any non U.S. Government obligations.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

The Pension Protection Act of 2006 directed the Department of Labor to provide participants and beneficiaries sources of information on investing and diversification.
Please access the following Internet address, www.dol.gov, to obtain additional information.

Other Important Considerations

Neither the University, the Plan, the Plan Administrator, nor any of their employees, directors, representatives or agents can make investment recommendations for you. The current selection of investment choices is not permanent and may be changed in the future at any time and for any reason.

Although the Plan Administrator and the record-keeper will review and process your investment elections, it is your responsibility to make sure that your investment elections are implemented correctly. This means that, for example, you should review your transaction summary and quarterly account statements to make sure that your investment elections were properly implemented. If you think that your investment elections were not properly administered, you should notify the Plan Administrator immediately. IMPORTANT: IF YOU DO NOT NOTIFY THE PLAN ADMINISTRATOR OF ANY ERROR IMMEDIATELY, YOU WILL BE DEEMED TO HAVE ACCEPTED THE MANNER IN WHICH YOUR INVESTMENT ELECTION WAS IMPLEMENTED. THIS MEANS THAT IT WILL NOT BE POSSIBLE TO REVISE YOUR INVESTMENT ELECTION RETROACTIVELY.
How Your Account is Paid Out

The amount of your retirement income will depend on the amount of your Plan account and your age at retirement. It also depends on whether or not you want to provide lifetime income and/or death benefits to others. The investment options that you choose to fund your retirement also impact the type and amount of your retirement income, since interest and/or earnings (as well as losses) will continue to be credited to your annuities (contracts) and/or to your account throughout retirement or until your account balance is paid out.

Contact the Plan's record-keeper for additional information on how your retirement benefits can be paid upon retirement.

When Retirement Income Begins

Upon Termination of Employment with the University

Payments from the Princeton University Retirement Plan usually begin at normal retirement age which is 65. However, you may choose to receive income or otherwise receive a payout of part or all of your account balance after you terminate your employment from the University if you are vested in your account balance, depending on your age and the value of your account balance:

- If you are under age 55 and your account balance is no more than $75,000, you can elect to receive a cash distribution of all or a portion of your account balance or roll over your account balance to an Individual Retirement Account or Annuity ("IRA") or another eligible retirement plan.
- If you are under age 55 and the value of your account balance is more than $75,000, you can roll over your account balance to an IRA or another eligible retirement plan.
- If you are age 55 or older, you can elect to receive a cash distribution of your account balance, roll over your account balance to an IRA or another eligible retirement plan, or purchase an annuity.

Certain limitations on receiving a cash distribution may apply based on the type of investments you hold. In addition, please note that if you elect to receive your retirement income before age 59½, your payments may be subject to a federal income tax penalty.

Minimum Distribution Option (MDO)

After you have terminated employment with the University, you are required by law to withdraw minimum amounts from the Plan each year after you have reached age 72. If you turned age 70 ½ before July 2019 you are required by law to withdraw minimum amounts each year after age 70 ½. Federal law determines the amount of your minimum distribution. TIAA will provide you with the amount of your required distribution, upon request.
You must begin taking distributions under the Minimum Distribution Option ("MDO") by the April 1 following the calendar year in which you reach age 72 (or if you turned age 70 ½ before July 2019) or the April 1 following the year you retire, if later. If you fail to satisfy the minimum distribution requirements, you will be subject to a tax penalty equal to half of the entire amount that Federal law required you to withdraw. Once your minimum distribution income has started, you must take your annual minimum distribution each year by December 31.

**While Still Employed at the University**

If you continue to work at the University after your normal retirement date, your retirement income will not be paid until you actually retire. If, however, you turned 70½ prior to January 1, 1999, specific rules apply to you. See the Plan Administrator for details.

There are other instances when you may receive a distribution of your vested account while still employed at the University:

- If you reach normal retirement age (age 65) and are still working at the University, you may elect a distribution under any Interest Payment Option that is available for your TIAA investment options.
- If you reach age 55 and are working at the University but are not eligible for participation in the Plan, you may apply for a distribution as if you had separated from service.
- If you retire, but later return to the University as a Casual Employee, you may apply for a distribution of your account if you otherwise are eligible to participate in the Plan.
- If you retire as a faculty member, but later return to the University as a non-benefit eligible employee because you are scheduled to work less than 50% duty time, you may apply for a distribution of your account if you otherwise are eligible to participate in the Plan (and receive contributions under the Plan).

**While Receiving Long Term Disability or Social Security Disability Payments**

If you are collecting benefits under Princeton University’s Long Term Disability Plan or are receiving Social Security disability benefits, you may apply for a cash withdrawal of your account to the extent permitted pursuant to the terms of your contract. In order to obtain a withdrawal, you may be required to provide documentation to your Office of Human Resources related to your coverage under Princeton University’s Long Term Disability Plan or your Social Security disability benefits.

If you choose to receive Plan benefits during your long term disability or while receiving Social Security disability benefits, the payment(s) may be subject to federal and state income tax.
Options for Receiving Retirement Income

The normal form of payment under the Plan is a single life annuity if you are unmarried and a qualified joint and survivor annuity if you are married. However, you may choose from among several payment options when you retire. You may elect to receive your accumulation in any form of payment available through the investment option in which you are drawing a benefit income or in which you otherwise have an account balance. If you are married, your right to choose an income option is subject to your spouse’s right, under federal pension law, to survivor benefits (as described in the Spousal Rights section below), unless you and your spouse waive this right.

Some of the payment options that may be available through an investment vehicle include the following:

**Lifetime Annuity Income**

*Single-Life Annuity*
A single-life annuity provides you with an income benefit for your lifetime. Payments stop at your death. Income is paid in equal monthly, quarterly, semi-annual, or annual installments.

*Single-Life Annuity with Guaranteed Payment Period*
The single-life life annuity option is also available with a 10, 15, or 20-year guaranteed payment period. The guaranteed payment period cannot exceed your life expectancy at the time your annuity income begins. If you die during the guaranteed period, payments in the same amount that you would have received continue to your beneficiary(ies) for the remainder of the guaranteed period.

*Joint-Life Annuity*
This option pays you and a named beneficiary income for life. This means that if the named beneficiary lives longer than you do, he or she will continue to receive an income payment for life. The amount continuing to the survivor depends on which of the following options you choose:
### Half-Benefit to Survivor

A "half-benefit to Survivor" annuity provides equal monthly installments to you for your lifetime, and if your beneficiary lives longer than you do, he or she will receive 50% of your benefit in equal monthly installments for his or her lifetime. If your named beneficiary dies before you do, your benefit payment will not change and will continue to you for life.

### Two-Thirds Benefit to Survivor

A "two-thirds benefit to survivor" annuity provides you a lifetime annuity. However at the death of either you or your beneficiary, the payments are reduced to two-thirds of the amount that would have been paid if both you and your beneficiary had lived, and payments are continued to the survivor for life.

### Three-Quarters Benefit to Survivor

A "three-quarters benefit to survivor" annuity provides equal monthly installments to you for your lifetime, and if your beneficiary lives longer than you do, he or she will receive 75% of your benefit in equal monthly installments for his or her lifetime. If your named beneficiary dies before you do, your benefit payment will not change; the full amount of the payment continues to you for life.

### Full Benefit to Survivor

A "full-benefit to survivor" annuity provides equal monthly installments to you during your lifetime. If your beneficiary lives longer than you do, the benefit payment will remain the same; the full amount of the payment continues to be paid to that individual for his or her lifetime.

**Joint-Life Annuity Options with Guaranteed Payment Period**

All of the above joint-life annuities are available with a 10, 15 or 20-year guaranteed payment period. The guaranteed payment period cannot exceed the actuarially
determined joint life expectancy of you and your beneficiary. Federal tax law may limit the period.

**Cash Withdrawals and Lump Sum Payments**

Cash withdrawals of your accumulations or lump sum payments of your account balance are limited to certain funding vehicles and are strictly regulated by the Federal government (see Taxation of Benefits). Contact the investment provider for information on the cash withdrawal and lump sum payment options available to you.

**Rollovers from the Plan**

If you are entitled to receive a lump sum distribution or installments from the Plan for a period not to exceed 10 years, you may roll over the distribution directly into another eligible retirement plan or into an Individual Retirement Annuity (“IRA”) or a Roth IRA. Any distribution other than a direct rollover from the Plan into an eligible retirement plan or IRA will be subject to a minimum federal tax withholding of 20% of the distribution plus applicable state and local taxes. When you leave the University, if the investment subaccounts allow, you may roll over your entire account to an eligible retirement plan, or if your account balance is no more than $75,000, you may withdraw your entire account balance in cash (if you are age 55 or older, this $75,000 limit on your account balance does not apply).

**Spousal Rights**

Federal law guarantees your spouse a spousal benefit. This means that unless the Plan has a written waiver from you regarding your spouse’s benefit and your spouse’s written consent to this waiver on a TIAA Spousal Waiver form on record, your benefits will be paid as follows regardless of who is named as beneficiary on your beneficiary designation form:

- If you are married at the time you begin your retirement income, your benefits will be paid in the form of a half-benefit to survivor with your spouse as your beneficiary (this is considered a type of “joint-life annuity”).
- If you are married and you die prior to receiving your retirement income, 50% of your account will automatically be paid to your spouse in a survivor annuity for your spouse’s life. This is called the Pre-Retirement Survivor Annuity. The other 50% would be payable to your named beneficiary (or, if no beneficiary is named, your estate).

For these purposes, your spouse is the person to whom you are legally married under the laws of the applicable state or other foreign jurisdiction.
**Spousal Waiver**

If you’re married, your spouse has certain rights regarding your Plan investments. Your spouse’s written consent is required if an annuity form of payment is the normal form of payment under the investment option and if you choose any of the following options:

- Cash withdrawals;
- Interest-only payments and "transfer payout annuities" available through TIAA; and
- A life annuity in which your spouse is not your annuity partner.

A notary public must witness your spouse’s signature, which must be no more than 90 days before the transaction(s) begin.

Federal regulations stipulate the period of time your spouse may elect to waive his or her rights to the portion of your retirement accumulation or retirement income described above.

<table>
<thead>
<tr>
<th>Spousal Option</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td><strong>Joint-life Annuity</strong></td>
<td>Your spouse has the right to waive a &quot;joint-life annuity&quot; benefit available through an investment provider only during the 90-day period before your retirement income begins. Your spouse may also revoke the waiver during the same period. Once your annuity income begins, your spouse no longer has the right to waive the joint-life annuity benefit.</td>
</tr>
<tr>
<td><strong>Pre-Retirement Survivor Annuity</strong></td>
<td>The period during which your spouse may elect to waive the Pre-Retirement Survivor Annuity begins on the first day of the Plan Year in which you attain age 35. The period continues until the earlier of your death or the date you start receiving annuity income. If you die before attaining age 35, that is, before you have had the option to make a waiver, 50% of the full current value of the annuity accumulation is payable automatically to your surviving spouse in a Pre-Retirement Survivor Annuity or in any other form available, if elected by your spouse. If you terminate employment before age 35, you may waive the Pre-Retirement Survivor Annuity starting with your date of termination. The waiver also may be revoked during the same period.</td>
</tr>
<tr>
<td><strong>Waiver Requirements</strong></td>
<td>All spousal consents must:</td>
</tr>
<tr>
<td></td>
<td>- Be made in writing.</td>
</tr>
</tbody>
</table>
- Be notarized by a notary public (Photo ID required).

- Contain an acknowledgment by your spouse that he or she consents to a form of payment that is:
  - not the joint-life annuity with respect to benefits payable when you begin your retirement income; or
  - not the Pre-Retirement Survivor Annuity with respect to at least 50% of your account balance for benefits payable if you die before your retirement income commences.

- Specifically designate the optional form of payment.
- Specifically designate the beneficiary. (If a designated beneficiary dies, a new consent is necessary, unless the express right to designate a new beneficiary has been granted.)

A spousal consent is not required if you can establish to the University’s satisfaction that you have no spouse or that he or she cannot be located. Additionally, unless a Qualified Domestic Relations Order ("QDRO"), as defined in Code section 414(p), requires otherwise, your spouse’s consent is not required if you are legally separated or you have been abandoned (within the meaning of local law) and you have a court order to such effect.

Qualified Domestic Relations Order

If you are involved in a court proceeding (e.g., divorce or child support) that may affect your Plan benefits, you should contact TIAA at 1-800-842-2776 as soon as possible to learn the Plan rules for such cases. If TIAA receives a domestic relations order pertaining to your benefits, you will be notified. If it is determined that your benefit will be affected by a qualified domestic relations order, you will be told how the order will be implemented and how it will affect your benefit under the Plan. You or your beneficiary may obtain a copy of the Plan’s QDRO procedures without charge from TIAA. All QDROs must be approved through TIAA.

If You Die Before Receiving Your Retirement Income Benefit

If you die before your retirement income begins or before you have received a payout of your vested account balance, your beneficiary has certain rights to the vested amount accumulated in your fund or otherwise in your account. Since the date of your death and the date your beneficiary(ies) begin to receive a benefit vary, the accumulation or
account balance on which the benefit(s) are based may be slightly different due to changes in the stock market or in interest rates.

Subject to the spousal consent rules noted earlier, depending upon the terms of the annuity contract or other investment choices in which your account is invested, you may be eligible to elect one or more payment options for the payment of the pre-retirement death benefit or you may leave the choice to your beneficiary.

If the designated beneficiary is your spouse, at least 50% of your account balance will be paid in the form of a one-life annuity for your spouse, unless you had designated another payment form and that designation was approved by your spouse, or your spouse elects another form. Your spouse may defer receiving benefits until December 31 of the calendar year in which you would have attained age 72½ had you continued to live.

If your beneficiary is not your spouse, your beneficiary must receive your entire accumulation/account balance in a cash withdrawal by December 31 of the fifth calendar year after your death or annuity or installment payments must commence over your beneficiary’s lifetime by December 31 of the first calendar year after your death.
Important Additional Information about the Plan

Plan Administration

The Princeton University Benefits Committee (the "Benefits Committee") is the Plan Administrator responsible for administering the Plan and carrying out the Plan provisions.

The Benefits Committee has the sole power and discretionary authority to resolve all questions of eligibility and to interpret the Plan's provisions, to make the final determination with respect to the amount, manner, and time of payment of benefits to be paid to participants, their spouses, and their beneficiaries, and to determine the facts relating to a claim for benefits. The Benefits Committee also may establish any rules it decides are necessary to carry out the Plan's operations. Decisions of the Benefits Committee or its delegates are final and binding. The Benefits Committee can name others to help run the Plan, or change those named, at any time.

Applying for Benefits

You must notify TIAA at 1-800-842-2776 at least 90 days prior to the date you wish to begin to receive your retirement income.

Payment of your account to you, your spouse, or other beneficiary will not begin until TIAA has received and processed the necessary forms.

Burden of Proof Regarding Records

The Plan's records, including but not limited to any individual’s employment status, compensation, service, contributions, investments, account values, withdrawals, elections, distributions, and all other matters affecting eligibility for and amount or payment of benefits, are controlling in all cases. If you believe that the Plan's records are incomplete or incorrect, the burden of proof is on you to provide written documentation of the additional information that you believe is relevant. Whether such documentation is satisfactory to override the Plan's records will be determined by the Plan Administrator in its sole and absolute discretion, subject to the Plan's claims and appeals procedure. You may review the Plan's records applicable to you by contacting the Plan Administrator in accordance with the Plan's procedures.

Taxation of Benefits

You are not required to pay federal income tax on your account until amounts are actually distributed to you. If distributions are made to you before you reach age 59½, however, an additional 10% excise tax may be imposed on the distribution unless you meet one of the limited exceptions to this rule (for example, an exception exists for payments made for terminations of employment after age 55).
If you receive an eligible rollover distribution from the Plans which you do not have transferred directly to an IRA or Roth IRA or another employer's qualifying plan as described in the section entitled *Rollovers* above, federal law requires the automatic withholding of 20% of the distribution as federal income taxes. You are not permitted to elect not to have tax withheld on such a distribution, even if you intend to roll the distribution over into an IRA or another employer's plan within 60 days.

Federal income tax must be withheld from any distribution from the Plan that is not an eligible rollover distribution, unless you elect not to have tax withheld. You will receive a tax withholding election form when you apply for benefits. If you elect to have tax withheld from a distribution upon termination of employment, by law, the withheld amount will be calculated according to schedules published by the Internal Revenue Service. In certain cases, the amount withheld may not cover the actual tax due. Distributions from the Plan may also be subject to state and local income tax withholding.

Because tax consequences of distributions vary depending on factors such as age, marital status, and other income, *you are strongly encouraged to consult with your personal tax advisor* to determine how to treat any distributions from the Plans for tax purposes.

**Loss of Benefits**

Under certain circumstances, your benefits may be lost, reduced or suspended. These circumstances include the following:

- You terminate employment before you become vested.
- The value of your account could decrease because of investment losses.
- Your account may become subject to a QDRO.
- You have not provided the University with your most recent address, and the University is unable to locate you.
- Your account is subject to a Federal tax lien.
- You fail to make proper application for your benefit or you fail to provide necessary information to the Plan Administrator.
- You fail to maintain records sufficient to establish your entitlement to a benefit, including the amount of a benefit that you claim to be entitled to receive, that is not reflected in the records of the Plan or the University.
- You fail to make a timely claim for benefits or a timely appeal of a denied claim, and consequently lose any right to possible entitlement to those benefits.
- If an error is made in calculating the amount of your benefit and you receive overpayments from the Plan, the Plan Administrator is permitted under applicable law to take appropriate steps to recover any overpayments erroneously made to you.
Non-Assignment of Benefits

The Plan has been established to help provide financial security for you and your family. For this reason, you cannot borrow against the value of the account or assign your rights under the Plan as collateral for a loan or for any other purpose.

If A Claim Is Denied

Initial Claims

If all or part of your claim is denied, you will be notified within 90 days of your application by the Plan Administrator (or its delegate). The notice will include:

- the reasons for the denial;
- references to the Plan provisions on which the denial is based;
- a description of any additional information or material that would be required if you want to appeal the denial, and an explanation of why it’s needed;
- an explanation of how you can get your claim reviewed on appeal and applicable time limits; and
- a statement regarding your right to file a law suit in Federal court if your claim is again denied on appeal.

In some instances, it may take as much as 90 extra days to review your claim. If so, you'll be notified of the reasons; however, in no case, will the extension exceed 180 days from the date your claim was received.

Claims on Appeal

You have 60 days to submit a written request for a review of your claim on appeal. If your claim was denied by the Plan Administrator (or its delegate), you should file your appeal with the Plan Administrator.

As part of the appeal process, you may:

- submit additional documents, records, and information relating to the claim;
- request access to and receive copies (free of charge) of all Plan documents, records and other information affecting the claim; and
- have someone act as your representative in the appeal procedure.

The review of a claim on appeal by the Plan Administrator (or its delegate) will take into account all written comments, documents, records and other information submitted by you with respect to the claim, without regard to whether such information was submitted or considered in the initial claim determination. You must make all of your arguments and present all of your evidence when you make your claim or appeal, and you won't be
able to bring any more evidence or arguments later. A decision regarding the review of your claim on appeal will be provided within 60 days of your appeal request.

In some instances, it may take as much as 60 extra days to review your appeal. If so, you'll be notified of the reasons.

If the Plan Administrator (or its delegate) denies the claim on appeal (in whole or in part), it will provide a notice that advises you of the type of information included in the initial notice of claim denial and the right to receive (upon request and free of charge) copies of all documents, records, or other information that were submitted to the Plan, considered by the Plan, or generated in the course of making the benefit determination.

Any determination rendered by the Plan Administrator (or its delegate) is binding on all parties.

If you wish to preserve any rights you may have to benefits from the Plan, you must follow the Plan's claims and appeals procedure within the deadlines described above.

You must exhaust the Plan's claims and appeals procedure described above before filing a lawsuit. Decisions made by the Plan Administrator (or its delegate) shall be given full deference by any court of law. The court's review will be limited to the facts, evidence, and issues presented during the claims and appeals procedure described above. Any argument or evidence that is not presented during the Plan's claims and appeals procedures will be waived.

After exhausting the Plan's administrative claims and appeals procedure (but not before), you may file a lawsuit regarding your claim. Any claim or lawsuit seeking a ruling or judgment of any kind against the Plan, a Plan fiduciary, or other party associated with the Plan can only be brought in a court of competent jurisdiction in Princeton, New Jersey.

If you wait too long to make your claim and follow the Plan's claims and appeals process, your claim will be "time-barred" and you won't be allowed to make your claim. **Generally, you must use all your available appeals under the Plan's administrative claims and appeals procedures and bring any claim or lawsuit in the correct court or forum by no later than the "Claim Deadline," which is 24 months after whichever happened first:**

- Your first benefit payment was made or should have been made;
- The Plan Administrator first denied your claim; and
- You first knew or should have known the important facts relating to your claim.

You won't be able to bring a claim under the Plan's claims and appeals procedures or bring a lawsuit in a court or other forum after the Claim Deadline. However, if you start the Plan's claims and appeals procedures before the Claim Deadline, but the Claim Deadline passes before you file your lawsuit, you may still file your lawsuit during the
three months after the Plan Administrator (or its delegate) sends the final notice of denial of your appealed claim. If you use all of your appeals under the Plan’s claims and appeals procedures, the Claim Deadline passes, and you don’t file your lawsuit within those three months, your claim will be time-barred.

**Benefits Insurance**

ERISA created the Pension Benefit Guaranty Corporation ("PBGC"), which provides Federal insurance for certain retirement benefits. The benefits under this Plan are not insured by the PBGC as the PBGC insures only pension plans that promise a fixed level of benefits without regard to whether sufficient contributions have actually been made. Under the Plan, benefits are based on contributions made to the plan on your behalf and investment experience. There is no promise as to a fixed level of benefits.

**Top-Heavy Test**

Under current tax law, if 60% or more of the value of all account balances belong to “key” employees (as defined by the IRS), the Plan is considered “top heavy.” In the unlikely event that the Plan becomes top heavy, you will be notified, and special rules will take effect to keep the Plan qualified under IRS regulations.

**Future of the Plan**

While the University expects to continue the Plan indefinitely, it may amend or terminate the Plan at any time and for any reason.

If the Plan is terminated before you are vested, you will become fully vested in your Plan benefit. You will not earn any further benefits after the Plan terminates. In most cases, after government approval of Plan termination, you would receive a distribution of your account balance or a deferred annuity contract.

No amendment to the Plan will reduce the amount of benefit you have accrued to date or divest you of any entitlement to a benefit.

**Plan Identification**

When referring to the Plan in claims appeals or other correspondence, you need to identify the Plan by its official name and number. This information is shown below:

<table>
<thead>
<tr>
<th>Plan Name</th>
<th>Princeton University Retirement Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Number</td>
<td>003</td>
</tr>
<tr>
<td>Plan Type</td>
<td>Defined Contribution Retirement Plan</td>
</tr>
<tr>
<td>Plan Year</td>
<td>January 1 – December 31</td>
</tr>
</tbody>
</table>
| **Plan Sponsor** | Trustees of Princeton University, Office of Human Resources  
c/o Manager, Retirement Plans  
100 Overlook, Suite 400  
Princeton, New Jersey 08540 |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employer Identification Number</strong></td>
<td>21-0634501</td>
</tr>
</tbody>
</table>
| **Plan Administrator** | Princeton University Benefits Committee  
Office of Human Resources  
c/o Manager, Retirement Plans  
100 Overlook, Suite 400  
Princeton, New Jersey 08540  
Tel 609/258-3302 |
| **Type of Administration** | The Plan is administered by the Princeton University Benefits Committee. |
| **Plan Trustee** | TIAA  
730 Third Avenue  
New York, NY 10017-3206  
1-800-842-2888 |
| **Plan Recordkeeper** | TIAA  
730 Third Avenue  
New York, NY 10017-3206  
1-800-842-2888 |
| **Agent for Service of Legal Process** | Princeton University Administrative Committee  
Office of Human Resources  
c/o Manager, Retirement Plans  
100 Overlook, Suite 400  
Princeton, New Jersey 08540  
Tel 609/258-3302 |
Your Rights Under ERISA

As a participant in the Plan you are entitled to certain rights and protections under 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, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, 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 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 summary plan description. 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.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your 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, your union, 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 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 Plan 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 relations 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 your Plan, you should contact the Plan Administrator as identified above. 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 publications hotline of the Employee Benefits Security Administration.