

By this agreement, made between _____ (“faculty or staff member”) and the University of Puget Sound (“the University”), the parties hereto agree as follows:

Effective with respect to the amounts paid on or after the first day of _____, 2007 (a payroll date which is subsequent to the execution of this Agreement), the faculty or staff member’s monthly basic salary will be reduced by the amount indicated below, and the University will contribute that amount on the faculty or staff member’s behalf to annuity contract(s) and/or custodial account(s), allocated as designated by the faculty or staff member.

This Agreement shall be legally binding and irrevocable as to each of the parties hereto while employment continues; provided, however, that either party may terminate this Agreement as of the last day of any month, so that it will not apply to salary subsequently paid, by giving prior written notice of the date of termination pursuant to the University’s procedures. The faculty or staff member may also change his or her election under this Agreement in accordance with the University’s Tax-Deferred Annuity Plan by executing a new Agreement, to be effective with respect to amounts described in the new Agreement. All prior Agreements shall be voided by the most recently executed Agreement.

The amount of the salary reduction shall be: (check one)

- \$ _____ per month (must match total below)
- _____% of monthly salary (must match total below)

This amount will produce a total contribution that does not exceed the Employee’s statutory limitation of \$15,500 annually for 2007, unless you qualify for the 15-Year Rule. For employees age 50 or over before December 31, 2007, this amount may include any catch up contributions of a maximum of \$5,000 annually for 2007, as permitted under IRC 414 (v). It is understood that the amount specified above will be contributed by the University to TIAA-CREF section 403(b) annuity contract(s) and/or to a Vanguard Section 403(b)(7) Custodial Account as specified (in dollars or percentages) below:

- Basic TIAA-CREF annuity contracts(s) \$ _____ or _____%
 - Supplemental TIAA-CREF annuity contract(s) \$ _____ or _____%
 - Vanguard Custodial Account \$ _____ or _____%
- TOTAL \$ _____ or _____%

The University is not a guarantor of the performance of any of the above sponsors and funding vehicles and it is the responsibility of the individual faculty or staff member signing below to monitor the performance of said funds and determine how his or her money should be invested

Signed this _____ day of _____, 2007

Faculty or Staff Member’s Signature

Return this form to the University’s Human Resources Department for processing. Please keep a copy for your file.

Signed this _____ day of _____, 2007

Human Resources Representative