

7. EXCLUDED EMPLOYEES

(1.35). The following Employees are not Eligible Employees (either as to the overall Plan or the designated Contribution Type) (Choose (a), (b) or (c). See also Election 18(e).):

- (a) **No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.
- (b) **Exclusions - Same for All Contribution Types.** The following Employees are Excluded Employees for all Contribution Types (Choose one or more of (e) through (h) and/or (m). Choose column (1) for each exclusion elected at (e) through (h).):
- (c) **Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) (Choose one or more of (d) through (m).):

[Note: For this Election 7, unless described otherwise in Election 7(m), Elective Deferrals includes Pre-Tax Deferrals, Roth Deferrals and Safe Harbor Contributions; Matching includes all Matching Contributions (unless this is a safe harbor plan); Nonelective includes all Nonelective Contributions other than Safe Harbor Nonelective Contributions and Operational QNECs; Employee/Mandatory includes Employee (after-tax) Contributions and Mandatory Employee Contributions.]

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> No Exclusions. No exclusions as to the designated Contribution Type.	N/A (See Election 7(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> Non-Resident Aliens. See Section 1.35(B).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> Employees Who Normally Work Less Than 20 Hours per Week. See Section 1.35(E) for important warnings (e.g., if any such excluded Employee actually completes a Year of Service).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> Student Employees. See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> Other Employer Plan. Employees who are eligible to participate in another plan of the Employer which is a (Choose one or more of a. through c.): a. <input type="checkbox"/> 401(k) plan b. <input type="checkbox"/> 403(b) plan c. <input type="checkbox"/> governmental 457(b) plan	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> Collectively Bargained (Union) Employees. See Section 1.35(A)	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> Highly Compensated Employees. See Section 1.39.	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> Per Diem Employees.	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> Describe Exclusion: ____	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input checked="" type="checkbox"/> Describe Exclusion: <u>1) Teaching Assistants, Research Assistants, and Graduate Research Assistants; 2) students; 3) all employees of the New York State Contract Colleges at Cornell University (the "Contract Colleges") except for the following Eligible Employees: (i) an Employee who is participating in the State University of New York (SUNY) Optional Retirement Program ("SUNY ORP") and who is participating in the Employer's Phased Retirement Program for Tenured Statutory College Faculty with an appointment for 50% time or more; (ii) an Employee who is participating in the Cornell University Retirement Incentive Program for Academics and Non-Academic Staff; (iii) an Employee who is participating in the Cornell University Staff Phased Retirement Program; and (iv) an employee who is participating in the Cornell University 2020 Voluntary Retirement Incentive Program (VRI) for Academic and Non-Academic Staff 4) any "leased employees" as defined under Code Section 414(n)(2); 5) any temporary Employees who are covered by a collective bargaining agreement, unless such collective bargaining</u>					

agreement provides for participation rights under the Plan; and 6) Prior to 2004, certain employees were included or excluded from the plan as described in Appendix B of the 1/1/2009 Plan Document which is maintained by the Employer. (e.g., exclude hourly paid Employees).

[Note: The Employer may not complete Election 7(m) in a manner which would violate the universal availability rule of Treas. Reg. §1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. §1.403(b)-5(b)(3) and the transition rules of Treas. Reg. §1.403(b)-10(d). Accordingly, Election 7(m) may only be used to provide an exclusion for Elective Deferrals if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.]

[Note: Unless the Employer is a Church, any exclusion under Election 7(l) or 7(m), except for Employees who normally work less than 20 hours per week, may not be based on age or Service. See Election 14 for eligibility conditions based on age or Service. See Election 24 regarding Safe Harbor Contributions.]

8. COMPENSATION

(1.11). The following definition(s) of Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions (or the designated Contribution Type) (Choose one or more of (a) through (e). Choose (f) if applicable.):

[Note: Unless described otherwise in Election 8(e), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions other than Operational QNECs; Employee/Mandatory includes Employee (after-tax) Contributions and Mandatory Employee Contributions. In applying any Plan definition which references Section 1.11 Compensation, where the Employer in this Election 8 elects more than one Compensation definition for allocation purposes, the Plan Administrator will use W-2 wages for such other Plan definitions if the Employer has elected W-2 wages for any Contribution Type or Participant group under Election 8. If the Employer has not elected W-2 wages, the Plan Administrator for such other Plan definitions will use 415 Compensation.]

	(1) All Contributions		(2) Elective Deferrals		(3) Matching		(4) Nonelective		(5) Employee/ Mandatory
(a) <input type="checkbox"/> W-2 Wages Increased by Elective Deferrals.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(b) <input type="checkbox"/> Code §3401 Federal Income Tax Withholding Wages Increased by Elective Deferrals.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(c) <input type="checkbox"/> 415 Compensation.	<input type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
(d) <input checked="" type="checkbox"/> Describe Compensation by Contribution Type or by Participant Group: <u>Compensation shall mean a Participant's Budgeted Salary paid from the funds of the Employer during each pay period, for all endowed employment positions held by a Participant. Budgeted Salary for a pay period means: 1) for overtime pay eligible Employees, the Employee's hourly pay rate for such pay period, multiplied by the actual hours paid in that pay period, but in no event more than the Employee's scheduled hours for that Employee's position; and 2) for overtime pay ineligible Employees, the Employee's base salary for the calendar year as in effect for such pay period, divided by the number of pay periods for that calendar year. Compensation shall not include: 1) professional fee income received other than as base salary; 2) overtime payments; or 3) special payments or bonuses for work outside of or over and above that required in the regular employment arrangement. Compensation shall include endowed summer salary that is paid by the Employer from grants or contracts.</u>	<input checked="" type="checkbox"/>	OR	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

- (e) **Describe Compensation by Contribution Type or by Participant Group:** Notwithstanding Section 8(d), the following definitions of Compensation shall apply to the following Participant groups.
- Participant Group 1: For a Participant who has been approved for the Cornell University Phased Retirement Program for Endowed Faculty and who is appointed to perform at least a 50% effort during the academic year, Compensation shall be the Participant's Full-Time Equivalent Compensation, which shall mean the amount of Compensation that would be paid to the Participant each pay period were he or she to be performing a normal load.
 - Participant Group 2: For a Participant who has been approved for the Cornell University Phased Retirement Program for Endowed Faculty at an effort less than 50% during the academic year, Compensation shall be the actual salary paid to the Participant during each pay period.
 - Participant Group 3: For a Participant who is employed by Cornell University Endowed Colleges at Ithaca and has been approved for and is participating in the Cornell University Staff Phased Retirement Program, Compensation shall be the Participant's Budgeted Salary per pay period in effect immediately prior to the date the Participant commenced the approved phased retirement period.
 - Participant Group 4: For a Participant who is on sabbatical leave with pay or with an Approved Prestigious Award, Compensation shall be the Participant's Full-Time Equivalent Compensation, as defined in Participant Group 1. An Approved Prestigious Award shall mean a foundation or fellowship, including the Guggenheim Foundation, Rockefeller Foundation, Ford Foundation, and National Fellowships.
 - Participant Group 5: For a Participant who has not performed regular duties for more than one academic semester due to an Approved Prestigious Award, as defined above, one-half of his or her Full-Time Equivalent Compensation, as defined in Participant Group 1, shall be recognized each pay period during an academic semester from the beginning of the leave.
 - Participant Group 6: For a Participant who is on a long-term disability leave of absence, as defined by and subject to the provisions of the Long-Term Disability Plan sponsored by the Employer (the "LTD Plan"), Compensation shall be such Participant's Compensation (as otherwise determined under this Section 8) in effect immediately preceding his or her date of disablement, but only until the earlier of the date that the benefit payments under the LTD Plan cease, or the date the Participant retires or terminates employment with the Employer.
 - Participant Group 7: For a Participant who is on a leave of absence approved by the Employer, other than a long-term disability leave of absence, Compensation shall be the actual salary paid to the Participant during each pay period.

[Note: Under Election 8(d) or 8(e), the Employer may: (i) elect Compensation from the elections available under Elections 8(a), (b), (c) or (d), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases); and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Election 8(a) (e.g., Compensation for Safe Harbor Matching Contributions means W-2 Wages and for Additional Matching Contributions means 415 Compensation).]

- (f) **Allocate Based on Specified 12-Month Period.** The allocation of all Contribution Types (or specified Contribution Types) will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: ___
- OR**

16. ENTRY DATE

(2.02(D)). The Entry Date means the Effective Date and (Choose one or more of (a) through (f); select (g) if applicable.):

[Note: For this Election 16, unless described otherwise in Election 16(f), Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions except Operational QNECs; Employee/Mandatory includes Employee (after-tax) Contributions and Mandatory Employee Contributions unless otherwise elected at 16(g). If the Employer is a Church, then all applicable contributions under the Plan also include the Elective Deferral portion of the Plan.]

- | | | | (1)
All Applicable
Contributions | (2)
Matching | (3)
Nonelective | (4)
Employee/
Mandatory |
|--|--|-----------|--|--------------------------|--------------------------|-------------------------------|
| (a) <input type="checkbox"/> Semi-Annual. The first day of the first month and of the seventh month of the Plan Year. | | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) <input type="checkbox"/> First Day of Plan Year. | | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) <input type="checkbox"/> First Day of Each Plan Year Quarter. | | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

- (d) **First Day of Each Month.** **OR**
- (e) **Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions. **OR**

(f) **Describe:** Eligible Employees shall have entry dates determined as follows: (a) for an Employee described under Section 14(h)(a), participation commences on the Employee's employment date in a position scheduled for Hours of Service as described in such Section 14(h)(a); (b) for an Employee described under Section 14(h)(b), participation commences on the first day of the Plan Year that commences after the close of the Plan Year during which the Employee completes the Hours of Service requirement described in such Section 14(h)(b); (c) for an Employee described under Section 14(h)(c), participation commences on the first day of the first biweekly payroll period that begins after the date of completion of the two Years of Service; (d) for an Employee described under Section 14(h)(d), participation commences on the Employee's employment date; and (e) for an Eligible Employee described in Section 7(m)(3)(i), (ii), (iii), or (iv), participation commences on the first day of such Eligible Employee's participation in the applicable phased retirement or incentive program.
(e.g., immediate as to faculty Employees and semi-annual as to administrative staff Employees. A Church Plan may use this option to specify an Entry Date for Elective Deferrals. If the Plan is not an ERISA Plan, this option may be used to specify an Entry Date later or otherwise different from those ERISA permits.)

Mandatory Contributions - Entry Date *(Choose if applicable.):*

- (g) **Mandatory Contributions - Entry Date.** If a different Entry Date applies to Mandatory Contributions and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means *(Choose one.):*
 - (1) **Semi-Annual.** The first day of the first month and of the seventh month of the Plan Year.
 - (2) **First Day of Plan Year.**
 - (3) **First Day of Each Month.**
 - (4) **Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.
 - (5) **Describe:**
(e.g., immediate as to faculty Employees and semi-annual as to administrative staff Employees. If the Plan is not an ERISA Plan, this option may be used to specify an Entry Date later or otherwise different from those ERISA permits.)

25. NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT):

(3.04(A)). The Nonelective Contributions under Election 6(d) are subject to the following additional elections as to type and amount. All Nonelective Contributions, other than those described in (e), are limited to Participants who have Compensation and may be further limited as described elsewhere in the Plan or this Adoption Agreement. *(Choose one or more of (a) through (d) as applicable.):*

- (a) **Discretionary Nonelective Contribution.** An amount the Employer in its sole discretion may determine.
- (b) **Fixed Nonelective Contribution.** *(Choose one or more of (1) through (8). References to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.):*
 - (1) **Uniform %.** ___% of each Participant's Compensation, per ___ *(e.g., Plan Year, month).*
 - (2) **Fixed Dollar Amount.** \$___, per ___ *(e.g., Plan Year, month, Hour of Service, per Participant per month).*
 - (3) **Age-Graded.** The following percentage of each Participant's Compensation based on the Participant's age on the last day of the Plan Year:

Age	Contribution Percentage
___	___%
___	___%
___	___%
___	___%

- (4) **Service-Graded.** The following percentage of each Participant's Compensation based on the Participant's Years of Service on the last day of the Plan Year:

Years of Service	Contribution Percentage
<i>(e.g., up to 2)</i> ___	___%
<i>(e.g., more than 2 up to 5)</i> ___	___%
___	___%
___	___%

“Years of Service” under this Election 25(b)(4) means *(Choose i. or ii.):*

- i. **Eligibility.** Years of Service for eligibility in Election 15.
 - ii. **Vesting.** Years of Service for vesting in Elections 37 and 38.
- (5) **Job Classification or Business Location.** The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location on the last day of the Plan Year:

Job Classification or Business Location	Contribution Percentage
—	—%
—	—%
—	—%
—	—%

- (6) **Contract Incorporation.** If the Plan is a Governmental Plan or the Employer is a Church, contributions will be made pursuant to the terms of a collective bargaining agreement or other written document relating to the Employees of the Employer. The relevant portions of the agreement or document may be attached hereto as an appendix to the Adoption Agreement and are incorporated herein by this reference.
- (7) **Unused Accumulated Leave Conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated leave hours (as selected below). Only unpaid accumulated leave for which the Employee has no right to receive in cash may be included.

Conversion. The following types of unused accumulated leave may be converted under the Plan (*Choose one or more of a., b. and/or c.*):

- a. **Sick Leave.**
- b. **Vacation Leave.**
- c. **Personal Leave.**

Eligible Employees. Only the following Participants shall receive the Employer Contribution for converted unused accumulated leave (*Choose d. and/or e.; leave blank if no limitations; provided, however, that this Plan may not be used to only provide benefits for terminated Employees.*):

- d. **Former Employees.** All Employees terminating Service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (*Choose one or more of i. through iv.; leave blank if no exclusions.*):
 - i. The former Employee must be at least age ___ (*e.g., 55*)
 - ii. The value of the unused accumulated leave must be at least \$___ (*e.g., \$2,000*)
 - iii. A contribution will only be made if the total hours is over ___ (*e.g., 10 hours*)
 - iv. A contribution will not be made for hours in excess of ___ (*e.g., 40 hours*)
- e. **Active Employees.** Employees who have not terminated Service during the Plan Year and who meet the following requirements (*Choose one or more of i. through iv.; leave blank if no exclusions.*):
 - i. The Employee must be at least age ___ (*e.g., 55*)
 - ii. The value of the unused accumulated leave must be at least \$___ (*e.g., \$2,000*)
 - iii. A contribution will only be made if the total hours are over ___ (*e.g., 10 hours*)
 - iv. A contribution will not be made for hours in excess of ___ (*e.g., 40 hours*)

- (8) **Describe:** ___
(e.g., the greater of \$500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[*Note: The Employer under Election 25(b)(8) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (7) (e.g., for each Plan Year, 2% of total Compensation), and/or the Employer may describe different Fixed Nonelective Contributions as applicable to different Participant groups (e.g., a Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus A Participants and a Fixed Nonelective Contribution equal to \$500 per Participant each Plan Year applies to Campus B Participants).]*

- (c) **Contribution for Deemed Disability Compensation (1.11(K)).** The Plan includes Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period ___ (*Specify a fixed or determinable period. Choose (1) or (2).*):

- (1) **NHCEs Only.** Apply only to disabled NHCEs.
- (2) **All Participants.** Apply to all disabled Participants.

The contribution for such Participants shall be:

- (3) **Amount Set Forth in (a), (b) and (d).** The disabled Participants shall share in the contributions set forth in (a), (b) and (d).
- (4) **Describe:** ___ (*Must be definitely determinable (e.g., amount set forth in the Employer's long-term disability policy).*)

- (d) **Describe:** Notwithstanding the election in 25(a), or any other provisions of the Plan, the following Participant Groups shall be allocated Nonelective Contributions only in accordance with this Section 25(d).
- Participant Group 1: For a Participant who has been approved for the Cornell University Phased Retirement Program for Endowed Faculty, whose participation in such program began before July 1, 2020, and who is appointed to perform at least a 50% effort during the academic year, the Employer shall contribute 10% of such Participant's Full-Time Equivalent Compensation, as defined in Section 8(e), each pay period.
 - Participant Group 2: For a Participant who has been approved for the Cornell University Phased Retirement Program for Endowed Faculty, whose participation in such program began before July 1, 2020, at an effort less than 50% during the academic year, the Employer shall contribute 10% of such Participant's Compensation, as defined in Section 8(e), each pay period.
 - Participant Group 3: For an Employee of the Contract Colleges who is participating in the SUNY ORP, and who is participating in the Employer's Phased Retirement Program for Tenured Statutory College Faculty with an appointment for 50% time or more, the Employer shall contribute an amount each pay period equal to the difference between (i) the contribution the Employee would have received pursuant to the SUNY ORP for such pay period, if the Employee had continued to be employed full-time by the Contract Colleges, and (ii) the contribution actually made for such Employee pursuant to the SUNY ORP for such pay period based on the Employee's part-time employment with the Contract Colleges. Individuals described in this Participant Group shall not be eligible for any other Employer contributions under the Plan.
 - Participant Group 4: For an employee who is employed by the Contract Colleges and who is participating in the Cornell University Staff Phased Retirement Program, whose participation in such program began before July 1, 2020, the Employer shall contribute an amount equal to 10% of the Employee's actual base pay in the Phased program, per pay period. Individuals described in this Participant Group shall not be eligible for any other Employer contributions under the Plan.
 - Participant Group 5: For an Employee who is participating in the Cornell University Retirement Incentive Program for Academics and Non-Academic Staff, the Employer shall contribute an amount equal to 30% of the Employee's Annual Budgeted Salary. Such Employees shall be eligible for the foregoing contribution only during the Plan Year that ends December 31, 2009. To the extent the contribution for the 2009 Plan Year is limited by the maximum contribution provisions of Code Section 415, the unpaid portion of such contribution shall be paid in the earliest of the five ensuing Plan Years permitted by Code Section 415.
 - Participant Group 6: For a Participant who is employed by Cornell University Endowed Colleges at Ithaca and has been approved for and is participating in the Cornell University Staff Phased Retirement Program, whose participation such program began before July 1, 2020, the Employer shall contribute each pay period an amount equal to 10% of such Participant's Compensation.
 - Participant Group 7. For a Participant who has been approved for the Cornell University 2020 Voluntary Retirement Incentive Program (VRI) for Academics and Non-Academic Staff, the Employer shall allocate Discretionary Nonelective Contributions under Section 25(a), and in addition, on or around such Participant's date of retirement under such program, the Employer shall contribute a one-time single lump sum equal to the value of 10% of one year (12 months) of such Participant's Compensation as in effect as of July 1, 2020, up to the limit of the maximum contribution provisions of Code Section 415.

[Note: Under Election 25(d), the Employer may describe the amount and type of Nonelective Contributions from the elections available under Election 25 and/or a combination thereof as to a Participant group (e.g., a Discretionary Nonelective Contribution applies to Campus A Employees, and a Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus B Employees).]

Additional Provisions (Choose if applicable.)

- (e) **Former Employees.** The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections (Choose (1), (2) or (3).):

[Note: If this is an ERISA Plan, then Nonelective Contributions made pursuant to this Election 25(e) must be nondiscriminatory.]

- (1) **Discretionary Nonelective Contribution.** The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).
- (2) **Percent of Deemed Includible Compensation.** The Employer will contribute ___% of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated from Service and then for the next ___ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.
- (3) **Describe:** ___

[Note: The Employer under Election 25(e)(3) may specify any definitely determinable contribution or allocation formula. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.]

Eligible Former Employees. Such contributions will be made with respect to the following Participants (Choose (4) or (5).):

- (4) **All Former Employees.**
- (5) **The Following Former Employees** (Choose one or more of a. through e.):
 - a. **Union Employees.** Collectively bargained (union) employees who participate in the following unions: ___
 - b. **Non-Union Employees.** Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.
 - c. **School Superintendent.**
 - d. **School Principals.**

- c. **Describe Inclusion:** ____
(e.g., include administration Employees). [Note: Must be definitely determinable.]

26. NONELECTIVE CONTRIBUTION ALLOCATION

(3.04(B)). The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contribution (excluding QNECs and Operational QNECs) under the following contribution allocation formula (Choose one or more of (a) through (g) as applicable.):

- (a) **Pro Rata.** As a uniform percentage of Participant Compensation.
- (b) **Permitted Disparity (Integrated).** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the "Excess Compensation" means Compensation in excess of the integration level provided below (Choose (1) or (2).):
- (1) **Percentage Amount.** ____% (Cannot exceed 100%) of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest \$____ (Cannot exceed the Taxable Wage Base.).
- (2) **Dollar Amount.** The following amount: \$____ (Cannot exceed the Taxable Wage Base in effect on the first day of the Plan Year.).
- (c) **Incorporation of Contribution Formula.** The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 25(b) or Mandatory Employee Contributions under Election 18 in accordance with the contribution formula the Employer adopts under that Election.
- (d) **Classifications of Participants.** In accordance with the classifications allocation provisions of Section 3.04(B)(3) (Complete (1) and (2).):
- (1) **Description of the Classifications.** The classifications are (Choose a., b. or c.):

[Note: Typically, the Employer would select Election 26(d) where it intends to satisfy nondiscrimination requirements using "cross-testing" under Treas. Reg. §1.401(a)(4)-8. However, choosing this Election 26(d) does not necessarily require application of cross-testing and the Plan may be able to satisfy nondiscrimination as to its classification-based allocations by testing allocation rates. This allocation method does not result in a design based safe harbor allocation.]

- a. **Each in Own Classification.** Each Participant constitutes a separate classification.
- b. **NHCEs/HCEs.** Nonhighly Compensated Employee/Participants and Highly Compensated Employee/Participants.
- c. **Describe the Classifications:** ____

[Note: Any classifications under Election 26(d) must be clearly defined in a manner that will not violate the definite predetermined allocation requirement of Treas. Reg. §1.401-1(b)(1)(ii) and can only be changed through a Plan amendment. The classifications cannot limit the NHCEs benefiting under the Plan only to those NHCE/Participants with the lowest Compensation and/or the shortest periods of Service and who may represent the minimum number of benefiting NHCEs necessary to pass coverage under Code §410(b). The Employer must advise the Plan Administrator or Vendor in writing as to the allocation rate applicable to each Participant under Election 26(d)(1)a. or applicable to each classification under Elections 26(d)(1)b. or c. for the allocation Plan Year.]

- (2) **Allocation Method Within Each Classification.** Allocate the Nonelective Contribution within each classification as follows (Choose a., b. or c.):
- a. **Pro Rata.** As a uniform percentage of Compensation of each Participant within the classification.
- b. **Flat Dollar.** The same dollar amount to each Participant within the classification.
- c. **Describe:** ____
(e.g., allocate pro rata to NHCEs and flat dollar to HCEs)
- (e) **Age-Based.** In accordance with the age-based allocation provisions of Section 3.04(B)(4). The Plan Administrator will use the Actuarial Factors based on the following assumptions (Complete both (1) and (2).):
- (1) **Interest Rate.** (Choose a., b. or c.):
- a. **7.5%** b. **8.0%** c. **8.5%**
- (2) **Mortality Table.** (Choose a. or b.):
- a. **UP-1984.** See Appendix C.
- b. **Alternative:** ____
(Specify 1983 GAM, 1983 IAM, 1971 GAM or 1971 IAM and attach applicable tables using such mortality table and the specified interest rate as replacement Appendix C.)

Participating Employers. The Nonelective Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year unless otherwise elected below or specified in a Participation Agreement. (Choose if applicable.):

- (f) The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

[Note: If the Employer elects 26(f), the Employer should also select Election 10(l)b., to disregard the Compensation paid by “Y” Participating Employer in determining the allocation of the “X” Participating Employer contribution to a Participant (and vice versa) who receives Compensation from both X and Y. Election 26(f) does not apply to Safe Harbor Nonelective Contributions.]

- (g) **Describe:** A percentage of each Participant's Compensation per pay period, for all Participants who have Compensation for such pay period.
 (e.g., pro rata as to Campus A Participants and Permitted Disparity (two-tiered at 100% of the SSTWB) as to Campus B Participants)

28. ALLOCATION CONDITIONS

(3.06(B)/(C)). The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Safe Harbor Contributions; (3) Mandatory Employee Contributions; (4) Employee (after-tax) Contributions; (5) Additional Matching Contributions; or (6) Rollover Contributions. With respect to allocation conditions for Nonelective Contributions for former Employees, see Election 25(e). To receive an allocation of Matching Contributions, Nonelective Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) (Choose (a) or (b). Choose (c) if applicable.):

- a. **No Conditions.** No allocation conditions apply to Matching Contributions, Nonelective Contributions or forfeitures.
 b. **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures (Choose one or more of (1) through (7). Choose Contribution Type as applicable.):

[Note: For this Election 28, except as the Employer describes otherwise in Election 28(b)(7) or as provided in Section 3.04(C)(2) regarding Operational QNECs, Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply. The Employer under Election 28(b)(7) may not impose an Hour of Service condition exceeding 1,000 Hours of Service in a Plan Year.]

		(1)		(2)	(3)	(4)
		Matching, Nonelective and Forfeitures		Matching	Nonelective	Forfeitures
(1)	<input type="checkbox"/> None.	N/A (See Election 28(a))		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input type="checkbox"/> 501 Hours of Service/Terminees (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input type="checkbox"/> Last Day of the Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	<input type="checkbox"/> Last Day of the Election 28(c) Time Period.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5)	<input type="checkbox"/> 1,000 Hours of Service in the Plan Year (182 consecutive days in Plan Year if Elapsed Time).	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6)	<input type="checkbox"/> Hours of Service Within the Election 28(c) Time Period (specify Hours of Service for each Contribution Type but not exceeding 1,000 Hours of Service in a Plan Year).	<input type="checkbox"/> ___	OR	<input type="checkbox"/> ___	<input type="checkbox"/> ___	<input type="checkbox"/> ___
(7)	<input checked="" type="checkbox"/> Describe Conditions: <u>For an Employee who became an Eligible Employee under Section 14(h)(b), and who commenced participation in the Plan under Section 16(f)(b), such Eligible Employee shall only receive Nonelective Contributions during such future Plan Years as he or she again actually completed 1,000 Hours of Service during the Plan Year immediately preceding such future Plan Year. For an Employee who became an Eligible Employee under Section 14(h)(c), and who commenced participation in the Plan under Section 16(f)(c), such Eligible Employee shall only receive Nonelective Contributions during such future Plan Years as he or she actually completed 1,000 Hours of Service during the Plan Year immediately preceding such future Plan Year.</u> (e.g., last day of the Plan Year as to Nonelective Contributions for Participating Employer “A” Participants and no allocation conditions for Participating Employer “B” Participants)					

- c. **Time Period.** Under Section 3.06(C), apply Elections 28(b)(4), (b)(6) or (b)(7) to the specified Contribution Types and/or forfeitures based on each (Choose one or more of (1) through (5). Choose Contribution Type as applicable.):

(1)	<input type="checkbox"/> Plan Year.	<input type="checkbox"/>	OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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- | | | | | | | | |
|-----|-------------------------------------|--|--------------------------|-----------|--------------------------|--------------------------|--------------------------|
| (2) | <input type="checkbox"/> | Plan Year Quarter. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) | <input type="checkbox"/> | Calendar Month. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) | <input type="checkbox"/> | Payroll Period. | <input type="checkbox"/> | OR | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) | <input checked="" type="checkbox"/> | Describe Time Period: <u>Anniversary Date</u> | | | | | |

[Note: If the Employer elects Election 28(b)(4) or (b)(6), the Employer must choose Election 28(c). If the Employer elects Election 28(b)(7), choose Election 28(c) if applicable.]

PLAN EXECUTION

Plan Name: Cornell University Retirement Plan for the Employees of the Endowed Colleges at Ithaca

Employer: Cornell University

Date: 6/28/2020 | 10:08:48 PM EDT

Signed: DocuSigned by:
Mary George Opperman
05F9BBF3185F4E7...

Name: Mary George Opperman

Title: Vice President and Chief HR Officer

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer’s Plan. The Employer may use this Adoption Agreement only in conjunction with the Fidelity Workplace Services LLC 403(b) Volume Submitter Plan (basic plan document #20).

Execution for Amendment of Elections Only. If the chart below is completed, this Execution Page documents an amendment to the Adoption Agreement Election(s) shown in the chart below, effective as of the respective Effective Date(s) shown in the chart below. The amended Election(s) are attached hereto.

Adoption Agreement Election	Effective Date
7. EXCLUDED EMPLOYEES	07/01/2020
8. COMPENSATION	07/01/2020
16. ENTRY DATE	07/01/2020
25. NONELECTIVE CONTRIBUTION (TYPE/AMOUNT)	07/01/2020
26. NONELECTIVE CONTRIBUTION ALLOCATION	07/01/2020
28. ALLOCATION CONDITIONS	07/01/2020

The Employer should retain all amended Adoption Agreement Election(s) and Execution Page(s).

Volume Submitter Practitioner. Fidelity Workplace Services LLC is the Volume Submitter Practitioner. The Practitioner will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services offered by the Practitioner or an affiliate thereof. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Practitioner’s intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Practitioner, please contact the Practitioner at the following address: Fidelity Workplace Services LLC, 245 Summer Street, Boston, MA 02110, and telephone number: 888-502-7526.