



Sam Houston State University  
P.O. Box 2356  
Huntsville, TX 77340



## SECTION 403(b) INFORMATION SHARING and CONTRACT EXCHANGE AGREEMENT

This Information Sharing Agreement ("Agreement") is made and entered into by and between the undersigned plan sponsor ("Sponsor") and the undersigned investment provider of products under the plan or of products permitted to receive transfers under the plan on or after September 25, 2007 ("Provider"),

Whereas:

Final 403(b) regulations require the existence of an information sharing agreement between a 403(b) plan sponsor and a 403(b) product provider no later than January 1, 2009, for 403(b) products outside of the 403(b) plan to be eligible to receive transfers (referred to in final 403(b) regulations as "exchanges") on or after September 25, 2007 (or such other date as may be established in regulations or other official government pronouncement); and,

Whereas:

Those same regulations also contemplate active information sharing between providers of 403(b) products under the plan and the 403(b) plan sponsor; and,

Whereas:

The purpose of such information sharing is to facilitate compliance, particularly in a multiple provider Arrangement, with applicable requirements under the Internal Revenue Code of 1986, as amended, and regulations there under, including requirements governing distribution restrictions and loan limitations; and,

Whereas:

The Provider is prepared to make specific information sharing commitments to the Sponsor as of the effective date below;

In consideration of the mutual terms and provisions contained herein, the Sponsor and the Provider agree as follows:

1. Provider shall, on the effective date of this Agreement, make available to Sponsor, in the frequency described in Section 2 hereof, the information intended to facilitate compliance with applicable plan requirements, including, but not limited to (i) information regarding loans, loan amounts and default status; (ii) information regarding hardship distributions; (iii) information on basis; and (iv) such additional information as may be mutually agreed between Sponsor and Provider; (v) any other information reasonably necessary to ensure and/or demonstrate compliance with section 403 (b), the Income Tax Regulations, and any applicable state law or regulations.

(Provider: describe how information is to be provided):

2. Provider shall make the information referenced in Section 1 available no less frequently than monthly.
3. Effective date of Agreement: This Agreement shall become effective on the date of the last signature below. The Sponsor may waive the right to obtain certain information prior to January 1, 2009.
4. Distributions: Effective no later than January 1, 2009, and earlier if agreed by Provider and Sponsor,

before processing distributions from accounts associated with the plan following a participant's severance of employment with the Sponsor, Provider shall confirm such severance directly with the Sponsor or from information provided by the Sponsor.

5. Restrictions on transfers: Provider agrees to restrict transfers from accounts associated with the plan on or after September 25, 2007, to providers designated by the Sponsor from time to time, including providers with products under the plan and providers with products outside the plan pursuant to information sharing agreements as required under applicable 403(b) regulations, and shall require a transferee provider to confirm that the transferred amount will be deposited into a qualifying account. Except as otherwise agreed by Provider and Sponsor, Provider shall have no responsibility to verify a designation by the Sponsor of another provider or its products as qualifying for such transfers, and shall have no liability for actions taken in reliance upon either information or directions provided by the Sponsor with respect to such transfers. Provider agrees to obtain Plan Sponsor approval and signature for all transfers.
6. Term of Agreement: The Agreement shall remain in effect until terminated by Provider or Sponsor with not less than 60 days' advance written notice to the other party. Provider's obligations hereunder with respect to accounts with positive balances under this Agreement shall survive such termination, however, and shall continue until either such accounts have been fully distributed (through one or more qualifying transfers or distributions, which could include a qualifying distribution of an annuity contract from the plan upon plan termination), or until Sponsor and Provider have entered into a new agreement governing the accounts.
7. Effect on other agreements: This Agreement may be incorporated by reference or otherwise into a separate agreement governing services provided under the plan, provided however that this Agreement shall not modify the Sponsor's obligations under such separate agreement without the written consent of the Sponsor.

The Parties hereto have executed and delivered this Agreement as of the date of the last signature below.

Plan Sponsor:

Provider:

Sam Houston State University

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (I certify that I am authorized to sign this agreement on behalf of the above named vendor)

Director of Human Resources

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date