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ESTABLISHMENT OF THE PLAN

The Board of Trustees of Carnegie Institution of Washington established the Carnegie Institution of Washington Retirement Plan as of July 1, 1954. It is a defined contribution, target benefit plan for the benefit of the Institution’s employees.

The Plan is funded by the Institution’s contributions to individually owned annuities issued by Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF).

ELIGIBILITY FOR PARTICIPATION

All employees are eligible to participate in the Plan. You are automatically a participant in the Plan on your first day of employment by the Institution in the United States (or outside the United States but paid compensation in U.S. dollars). However, you are not eligible if you were appointed on or after April 1, 1989 as a postdoctoral or predoctoral associate for purposes of training in your field of research and your employment is incidental to your graduate or postgraduate educational program.

ENROLLING IN THE PLAN

To enroll in the Plan you must complete an Application for TIAA and CREF Retirement Annuities and designate how you wish Institution contributions on your behalf (see Contributions to Your Retirement Annuity) to be allocated among the TIAA and CREF investment funds. If you fail to complete an application the Institution’s initial contributions will be applied to the TIAA CREF Lifecycle Fund (see Investment Objectives of your Accumulation Account) until your application is received by TIAA CREF.
CONTRIBUTIONS TO YOUR RETIREMENT
ANNUITY

The Institution makes a monthly contribution on your behalf based on your actuarial age (your age as of the end of the Plan year, June 30) and your monthly salary, in accordance with the following schedule:

<table>
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<th>Age</th>
<th>Actuarial Percentage</th>
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<tr>
<td>19 and under</td>
<td>10.33</td>
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<td>20</td>
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<td>11.59</td>
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<tr>
<td>41</td>
<td>14.17</td>
<td>65 and over</td>
<td>20.00</td>
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<td>42</td>
<td>14.37</td>
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For example, suppose you are or will be 35 years old at the end of the Plan year and your monthly salary is $3,500. The Institution’s monthly contribution to your account is $3,500 x 13%, or $455.

In accordance with the Internal Revenue Code, contributions under the Plan on behalf of any Participant for any Plan year will not exceed the lesser of $46,000 or 100 percent of the Participant’s compensation for the year, nor will contributions be made on behalf of any Participant in any Plan year on compensation in excess of $230,000. These amounts are for calendar year 2008 and are subject to periodic yearly increase.

Monthly salary, or compensation, means the amount paid to you by the Institution that must be reported as wages on your W-2. It also includes compensation that is not currently includable in your gross income because of any salary reductions you may have from your pay such as pre-tax health premiums, medical reimbursement account (FlexServe), and contributions to a 403(b) Supplemental Retirement Annuity (SRA), or a 457(b) Deferred Compensation Plan.

**Allocation of Contributions**

Contributions are forwarded to TIAA CREF to be applied as premiums for retirement annuities under annuity contracts issued by TIAA CREF. They may be allocated between the various funds offered by TIAA and CREF, including other funds as they become available in the future. You may allocate your contributions in whole number percentages, including all to one fund, as long as the total combined allocation percentage equals 100%.

**Voluntary Contributions**

Voluntary contributions may not be made under the Plan.

However, the Institution sponsors a TIAA CREF Supplemental Retirement Annuity (SRA) Plan that allows you to purchase additional TIAA CREF retirement benefits through salary reduction on a tax-deferred basis. The business office of your Department has more information about the SRA.
Contributions After Military Service

If you are reemployed after a period of unpaid military leave, the Institution will make contributions to your TIAA CREF accounts equal to what would have been made if you had remained employed by the Institution during your period of military service. The contributions are based on the salary you would have received but for your military service, however, if this amount is not reasonably certain, the contributions are based on your average rate of compensation during the 12-month employment period immediately preceding your military service.

INVESTMENT OBJECTIVES OF YOUR ACCUMULATION ACCOUNTS

The investment objectives of the funding vehicles can be found in the enrollment material from TIAA CREF, or on-line at TIAA-CREF.org. There are 22 investment funds. They are: TIAA Traditional Account, CREF Equity Index Account, CREF Global Equities Account, CREF Stock Account, TIAA-CREF International Equity Fund, TIAA-CREF Large-Cap Value Fund, TIAA-CREF Mid-Cap Growth Fund, TIAA-CREF Small-Cap Equity Fund, TIAA Real Estate Account, CREF Bond Market Account, CREF Inflation-Linked Bond Account, CREF Money Market Account, CREF Social Choice Account, TIAA-CREF Lifecycle Funds 2010, 2015, 2020, 2025, 2030, 2035, 2040.

Operating Costs

TIAA CREF’s costs of investment and administrative expenses necessary for operation of the Plan are deducted from interest and investment earnings. Though subject to change from year to year, the deduction is generally less than .5% of annuity assets.

New CREF Portfolios

CREF expects to introduce new investment portfolios in the future. The Institution expects to make such future investment portfolios available to its Participants unless it elects otherwise.
ALLOCATION CHANGES AND ACCUMULATION TRANSFERS

Changing Future Allocations

You may change your allocation for future contributions at any time by letter or by calling TIAA CREF’s toll-free Automated Telephone Service, 24 hours a day, 7 days a week, or by completing a Request for Change in Premium Allocation form, or through the website at TIAA-CREF.org.

Allocation changes are effective as of the close of the New York Stock Exchange (usually 4:00 p.m. E.T.) on the date the request is received by TIAA CREF.

Transferring CREF Accumulations

You may transfer all or part of your CREF and TIAA Real Estate accumulations between CREF and TIAA Real Estate Accounts at any time and as often as you like before your retirement income begins.

The minimum you may transfer from any CREF Account or the TIAA Real Estate Account is $1,000, unless the value is under $1,000, in which case you must move the entire amount.

All or part of your TIAA Traditional accumulation may also be transferred to any CREF Account or the TIAA Real Estate Account before your retirement income begins, but only over a 10-year period. The minimum you may transfer over the 10-year period is $10,000 unless you have less than $10,000 in your TIAA Traditional Account in which case you must transfer the full amount over the 10-year period. (If you have less than $2,000 in the Account, the 10-year requirement is waived and you may transfer the full amount in a single sum.)

You may transfer accumulations by calling the toll-free Automated Telephone Service, by completing a Request for Accumulation Transfer form, by letter requesting a transfer or through the website at TIAA-CREF.org. Transfers are effective as of the close of the New York Stock Exchange (usually 4:00 p.m. E.T.) on the day the request is received by TIAA CREF, unless you request that the transfer be made on the last day of the current or any future month.
REPORTS ABOUT YOUR ACCUMULATION ACCOUNTS

Shortly after the end of each quarter, you will receive a report from TIAA CREF that summarizes the transactions affecting your accumulations and shows the totals of each.

Shortly after the end of each calendar year, generally in February or March, you will receive a report that provides you with an illustration of the income you could expect to receive at retirement based on certain stated assumptions. This report also shows the total value of your accumulations at calendar year-end, which is the amount of death benefits your beneficiary would have received on that date. (See Death Benefits before Retirement).

You may obtain similar reports and illustrations at any other time by writing to or calling TIAA CREF, or going on-line at TIAA-CREF.org.

VESTING

Vesting is the ownership of your TIAA and CREF accumulations. Before they become vested, your accumulations are owned by the Institution. Once you become vested, they become owned by you, and you have a non-forfeitable right to them upon termination of employment.

Vesting occurs upon your completion of one year of service during which you complete 1,000 or more hours of service or, if sooner, upon your normal retirement date (the June 30 following your 65th birthday), or death.

Year of Service, Hour of Service, and Break in Service

The term “year of service” means a twelve-consecutive-month period beginning on your date of employment or date of reemployment following a break in service, or on any anniversary of that date.

The term “hour of service” generally means each hour for which you are paid by the Institution for performance of duties, holidays, annual leave, sick leave, jury duty, and paid leave of absence.

The term “break in service” means failure to complete more than 500 hours of service during the twelve-consecutive-month period beginning on your anniversary of that date.
For purposes of preventing a break in service that would preclude vesting if you are absent from work without pay because of your pregnancy, the birth of your child, the placement and subsequent adoption of a child, or care for a child immediately following birth or placement, you will be credited with the hours you normally would have worked had you not been absent for such reason, up to 501 hours for the period connected to the pregnancy, birth, or adoption.

**TERMINATION OF EMPLOYMENT BEFORE RETIREMENT**

**Loss of Benefits – Termination Before Vesting**

The Plan is a valuable tool to help in planning for your retirement years. Although you may intend to continue your employment with the Institution until retirement, there may come a time when you are unable to carry out that intention. Consequently, you should be aware that if you terminate employment before completing the year of service and 1,000 hours (or the age) required for vesting, you will forfeit the full amount of your TIAA CREF accumulations. These forfeited funds will be used by the Institution to be applied against future contributions for remaining Participants.

**Termination After Vesting**

If you leave the Institution after completing the service required for vesting, you will not forfeit any of your accumulations. But the Institution will no longer make monthly contributions on your behalf. Until your retirement income begins, your accumulations will continue to participate in the performance of your Accounts; your TIAA Traditional accumulation will continue to be credited with interest and dividends and your CREF accumulations will continue to participate in the market experience.

If you move to an institution with a TIAA CREF retirement plan, you may be able to participate immediately in that plan by virtue of being vested in your TIAA CREF accumulations through Carnegie. (However, some institutions require a waiting period before eligibility to participate.)

You may also elect to begin to receive retirement income at anytime after you terminate employment, but in most cases the later you begin to receive payments, the larger the payments are likely to be.
**Limited Repurchase**

The Plan is intended to provide retirement income for you and your beneficiaries. However, if upon termination of employment, the total value of your TIAA Traditional accumulation alone is $2,000 or less, and the total of your combined TIAA and CREF accumulations are $4,000 or less, you may withdraw that amount by having your annuity contracts repurchased. Spousal consent is required for repurchase of your Annuity Contracts.

**Restoring Forfeited Accumulations Upon Reemployment**

If you terminate employment before becoming vested and are later reemployed and eligible to participate in the Plan, your previously forfeited accumulation may be restored if your reemployment occurs within the five consecutive one-year periods beginning with the date of your termination. However, you must again complete a twelve-consecutive month period beginning on your date of reemployment, or any anniversary of that date, in which you complete 1,000 or more hours of service in order for the restored amount, and any other amount attributable to your period of reemployment, to cease to be forfeitable.

**DEATH BENEFITS BEFORE RETIREMENT**

If you die before starting your retirement income, the full current value of your accumulation is payable as a death benefit to your designated beneficiary under any of several payment options. You may choose the payment option for the death benefit that you feel is appropriate for your beneficiary by contacting TIAA CREF. Or your beneficiary may choose the payment option after your death. Leaving the method of payment decision to your beneficiary provides your beneficiary with greater flexibility to receive benefits as he or she feels is needed.

The options range from a single lump sum payment to monthly payments with a fixed number of payment periods or monthly payments for the lifetime of your beneficiary.

Your entire accumulation must be distributed by December 31 of the fifth calendar year after your death. However, if your beneficiary selects a lifetime annuity by December 31 of the calendar year immediately following your death, the entire accumulation is deemed to have been distributed. If the beneficiary is your spouse, the start of benefits may be delayed until December 31 of the calendar year that you would have attained age 70 ½ had you continued to live.
Federal pension law requires that if you are married at the time of your death, at least 50% of the death benefit must be paid to your surviving spouse, regardless of any contradictory designation that may be in effect when you die. Subject to the consent of your spouse you may waive this automatic spousal death benefit and name another beneficiary during the period that begins on the first day of the Plan year in which you attain age 35 or upon your earlier termination of employment, and continues until the earlier of your death or the date you begin retirement income. The waiver may be revoked during the same period.

If you die while married without having formerly named a beneficiary, your spouse will automatically have the right to 50% of your accumulation and your estate will receive the remainder.

ELIGIBILITY FOR RETIREMENT

Normal Retirement

Your normal retirement date is the last day of the Plan year (June 30) in which you attain age 65, regardless of your number of years of service. You have the right, however, to continue to work beyond age 65 until compulsory retirement is permissible under applicable federal and state laws and regulations.

Early Retirement

You may retire as early as the end of the Plan year following your 55th birthday, provided you have had at least four consecutive years of service immediately before retirement.

Disability Retirement

If you are no longer able to perform your work effectively because of a disability you may be retired by the Institution regardless of your age. Under these circumstances, however, you would more likely qualify for benefits under the Institution’s Total Disability Benefits Plan.

If you are considered to be a disabled participant and are receiving benefits under the Institution’s Total Disability Plan, the Institution will continue to make monthly contributions on your behalf under the Retirement Plan equal to the percentage applicable to your age (see page 2), of 60% of your last monthly salary before your disability, increased by 3%, compounded annually, on each
anniversary of the date your disability payments started. The contributions will be applied according to your Account allocation and will cease when you begin receiving your retirement income.

BEGINNING RETIREMENT INCOME

When to Begin Retirement Income

You may begin to receive retirement income at any time after you leave the Institution. Generally, you begin income immediately following retirement, but for various reasons you may prefer to delay to a later date. (Usually, the later you begin to receive annuity payments, the larger each payment will be.)

Your retirement income may be delayed until the April 1 of the calendar year following the calendar year in which you attain age 70 ½, or retire, whichever is later. Failure to begin retirement income by the required beginning date, may subject you to a substantial tax penalty.

How to Begin Receiving Retirement Income

To begin your retirement income, you should contact the TIAA CREF Benefit Payment Information Center by phone or in writing about three months before you would like it to begin. You may also contact TIAA CREF through their website. A TIAA CREF counselor will send you a retirement application, instructions, and illustrations of what you could expect to receive under each retirement income option.

Kinds of Retirement Income

Retirement annuity income produced by the accumulation in your TIAA Account is made up of a contractually guaranteed amount plus dividends and is relatively stable from year to year, generally increasing or decreasing only slightly by changes in the declared dividend rate. Income produced by the Accumulations in your TIAA Real Estate Account and your CREF Accounts is a variable income that changes from year to year, sometimes considerably, primarily reflecting changes in the stock market.

Spousal Rights Entitlement for Survivor Benefits

If you are married when you elect to begin your retirement income, federal pension law requires that your income be paid in the form of an annuity for your lifetime and your spouse be designated to receive survivor benefits equal
to at least one-half of the benefit you were receiving at your death. You may waive this requirement, but only if during the 90 days before your payments begin, a written waiver is signed by you and your spouse and notarized or witnessed by a plan representative. The waiver may be revoked during the same period, but not after your income begins.

**RETIREMENT INCOME OPTIONS**

You may choose from among several retirement income options. The annuity options provide a lifetime income for you and income protection for your spouse or other beneficiary in the event of your early death. The CREF cash option allows you to receive a lump-sum from your CREF accounts in lieu of lifetime income.

**Single Life Annuity and the Survivor Annuities**

The Single Life Annuity pays you an income for as long as you live, with payments ceasing at your death. This option provides a larger monthly income for you because there is no beneficiary or second annuitant who will receive payments after your death. This option is also available with a 10-, 15-, or 20-year guaranteed payment period (as limited by your life expectancy when your payments begin). If you die during the guaranteed period, payments in the same amount that you would have received continue to your designated surviving beneficiary for the rest of the guaranteed period. Spousal consent is required for this option.

The Survivor Annuity options pay you a lifetime income and, upon your death, continues a lifetime income to your surviving spouse or other designated surviving beneficiary. The amount continuing to the survivor depends on which of these three options you choose:

**Full Benefit to Survivor.** At the death of either you or your beneficiary, the full income benefit continues to the survivor for life.

**Two-Thirds Benefit to Survivor.** At the death of either you or your beneficiary, benefit payments are reduced to two-thirds the amount that would have been paid if both had lived and are continued to the survivor for life. This option reduces your monthly income if your beneficiary dies before you.
One-Half Benefit to Second Annuitant. If your second annuitant (beneficiary) survives you, he or she receives for life one-half the amount payable while both of you were living. There is no reduction in your lifetime income if your beneficiary dies before you.

Each of these three survivor options is also available with a 10-, 15-, or 20-year guaranteed payment period. If both you and your beneficiary die during the 10-, 15-, or 20-year period selected, the two-thirds, full, or one-half benefit, as selected, continues to another beneficiary for the remainder of the period.

**Special Payment Methods for TIAA Traditional Income**

There are two payment methods for receiving TIAA Traditional retirement income: the “level benefit” payment method and the “graded benefit” payment method. You may choose to receive all of your TIAA Traditional retirement income under either method or receive part under each method. Under the level benefit method, the full dividend interest rate is included in each annuity check from the start. Monthly payments from TIAA under this method remain level from one year to the next.

The graded benefit method is designed to help offset the impact of inflation on TIAA Traditional retirement benefits. The monthly payments start out lower than under the level benefit payment method because most of the dividends are used to purchase an additional amount of retirement income for the future. The graded benefit payment method is not available under the CREF accumulation accounts.

**Multiple Income Options and Starting Dates**

Once you decide to receive your benefits as retirement income, you have the flexibility to begin your income from the TIAA Traditional Account, the TIAA Real Estate Account, and each CREF account on different dates, provided you begin income from at least $10,000 of each accumulation from which you elect to receive retirement income.

You may also elect to receive retirement income from your TIAA and CREF accounts under more than one income option. However, you must begin income from at least $10,000 of accumulation under each option you select.

Also, subject to certain age and state approval restrictions, the TIAA Interest Payment Retirement Option (IPRO) is available for TIAA accumulations only. Under the IPRO, you receive monthly payments of interest (plus dividends) that
would otherwise be credited to your accumulation, preserving the principal of the Contributions and delaying the start of annuity income until as late as permitted under federal law.

**Retirement Transition Benefit**

The Retirement Transition Benefit permits you to receive a one-time lump-sum payment of up to 10% of your Accumulation in TIAA and CREF Accounts at the time you begin to receive annuity income, provided that the lump-sum payment from each TIAA and CREF Account does not exceed 10% of the Account then being converted to retirement income. Spousal consent is required for this option.

**Cash Option**

Under the Cash Option, you may receive up to 100% of your CREF and TIAA Real Estate accumulations in a lump sum, provided your employment by the Institution has been terminated by retirement or otherwise. Spousal consent is required for this option.

Lump sum payments from TIAA Traditional may be received only through the Transfer Payout Annuity (TPA) in substantially equal annual payments over a period of ten years after you terminate employment.

Before making a decision to receive a lump sum, be sure to weigh it against your retirement objectives. This option could provide additional flexibility if you conclude that your retirement finances enable you to forego lifetime annuity income. Or, without the discipline of regular income payments, you may find that you have depleted your retirement resources too soon.

**Transfer Payout Annuity**

The Transfer Payout Annuity allows you to receive benefits over a ten-year period from your TIAA Traditional accumulations. Spousal consent is required for this option.

**TAXABILITY OF RETIREMENT INCOME**

Federal law requires taxes to be withheld from retirement income payments under the Plan, including all credited investment earnings thereon, unless you complete the appropriate tax forms advising TIAA CREF otherwise. Because
tax laws generally change from year to year, information about available withholding options will be provided to you before your retirement income begins. You should also consult with your tax or financial advisor, especially if you elect to receive any part of your income as a lump-sum, because in many cases federal, state, and local taxes could take a substantial amount of the cash sum.

**Additional Tax Withholding on Certain Distributions**

In order to encourage individuals to preserve retirement funds for retirement, federal law imposes additional tax restrictions on certain distributions. There is an additional 20% federal income tax withholding on most lump sum distributions unless the distribution is “rolled-over” directly to a similar retirement plan or an IRA. (Exceptions to the 20% withholding rule include monthly payments for 10 years or more, a minimum distribution required because you are age 70 1/2 or older, a payment to a non-spouse beneficiary because of your death, or any distributions not includable in gross income.)

Federal law also imposes an additional tax equal to 10% of the taxable amount for certain distributions unless when retirement income begins you either 1) are age 59 ½ or older, 2) are separated from service and receiving a lifetime annuity income, 3) are separated from service, are age 55 or older, and receiving an income other than a lifetime annuity, 4) have un-reimbursed medical expenses in excess of 7 ½% of your Adjusted Gross Income, 5) are disabled, or 6) die.

**CLAIMS PROCEDURES**

This section contains administrative information required under the terms of a federal law, the Employee Retirement Income Security Act of 1974, as amended (ERISA).

**Requesting Information**

The Plan Administrator will answer any written question or request about enrollment, participation, or other administrative matters. You will receive a written explanation within a reasonable period of time (not more than 90 days after the Plan Administrator receives your request). If special circumstances require a delay to your request or question, the Plan Administrator will notify you not more than 90 days after the day the request was submitted. The notice will explain the reasons for the delay. A response to your request or
question will be sent not more than 90 days after the notice of the delay.

If your request for information is denied, the explanation will include the reason for the denial, a description of any materials necessary to complete the request, and an explanation of why this material is necessary. If your request is denied or you are not satisfied with the response, you may ask for a review. Write directly to the Plan Administrator within 60 days of receiving the response. You or your duly authorized representative may examine any documents pertaining to your request. You will receive a written decision on the review within a reasonable time (not more than 60 days). If special circumstances require a delay to your request for review, the Plan Administrator will notify you not more than 60 days after the day the request for review was submitted. The notice will explain the reasons for the delay. A response to your request or question will be sent not more than 60 days after the notice of the delay.

**Claim Procedures**

Participants, their beneficiaries, or any other individual duly authorized by them have the right under ERISA to file a written claim for benefits with the claims administrator. You will be notified of the determination of your claim within 45 days after receipt of the claim. If special circumstances require a delay in determining your claim, the claims administrator will notify you within 45 days after receipt of the claim and the determination period may be extended for up to 30 days. If special circumstances require still another delay, the period for determination will be extended for up to an additional 30 days, in which case you will be notified again prior to the expiration of the first 30-day extension.

When circumstances require additional time to make a determination, the notification will include the circumstances requiring an extension, the standards on which the entitlement to benefits is based, the unresolved issues or additional information that is needed and the date by which a decision can be expected. If additional information is requested, you will have 45 days within which to provide the specified information. In such case, the 30-day extension period(s) for determination will begin on the date the claims administrator receives the additional information.

**Claims Appeal**

If a claim is denied in whole or in part, you will receive a written notice from the claims administrator of the decision within 45 days after the receipt of the claim. The notice will include: (1) the specific reason(s) for the denial,
(2) reference to the specific dental plan provisions, statutes or regulations on which the denial was based, (3) a description of any additional material or information necessary to perfect the claim and an explanation of why the material or information is necessary, and (4) information about steps to be taken if you, your dependents, or an authorized representative wished to submit the claim for review. You may request a review within 180 days of receiving notice of the denied claim. A written decision will be made within 45 days from receipt of the request for review.

If special circumstances require a delay in responding to your request for review, you will be notified within 45 days of receipt of the request. The notice will indicate the circumstances requiring an extension and the date by which you may expect a determination. A written decision will be sent no more than 45 days from the date of the notice of the delay.

**YOUR ERISA RIGHTS**

The Employee Retirement Income Security Act of 1974 (ERISA) was enacted to help assure that all employer-sponsored group benefit programs conform to standards set by Congress. An employee who is a participant in the plan is entitled to certain rights and protections under ERISA, which provides that all participants will be entitled to: (1) examine, without charge, at the plan administrator’s office and at other specified, such as worksites and union halls, all plan documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500), filed with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Administration; (2) obtain, upon written request to the plan administrator, copies of all documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500) and updated summary plan descriptions, subject to a reasonable charge for the copies; and (3) 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. Plan records are kept on a plan year basis.

In addition to creating rights for participants, ERISA imposes duties upon people responsible for the operation of the plan who are called “fiduciaries” and who have a duty to operate the plan prudently and in the interests of participants and beneficiaries. No one, including your employer, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If a claim for a benefit
under the plan is denied in whole or in part, then you must receive a written explanation of the reason for the denial. You have the right to have the claim reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials and do not receive them within 30 days, you may file suit in a federal court. In such a case, 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 plan administrator’s control.

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 administrator’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a 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 may file suit in a federal court. The court will decide who should pay the court costs and fees. If you lose the court may order you to pay the costs and fees, for example, if it finds the claim to be frivolous.

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your ERISA rights, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

WHAT ELSE YOU SHOULD KNOW ABOUT THE PLAN

Plan Administrator

Carnegie Institution is the Plan Administrator for the Plan. Certain individuals such as the Manager of Human Resources and Insurance carry out the day-to-day operation of the Plan under the general supervision of the Employee Affairs Committee, which is composed of members of the Board of Trustees.

Plan Year

The Plan Year begins on July 1 and ends on June 30 of each year.
**Tax Status of the Plan**

It is the intention of the Institution that the Plan meet the qualification requirements of Sections 403(a) and 404(a)(2) of the Internal Revenue Code and any other statutory or regulatory requirement that may be or become applicable, in order that participants will not be currently subject to tax on the amounts contributed by the Institution (and earnings thereon).

**Amendment and Termination of the Plan**

While it is expected that this Plan will continue indefinitely, the Institution reserves the right at any time, by resolution of its Board of Trustees or the Budget and Operations Committee of the Board, to amend or terminate the Plan, or to discontinue contributions under the Plan. However, the officers of the Institution are authorized to make any technical correction of the Plan and to adopt any amendment that may be required by the Internal Revenue Service or otherwise to conform with the law and applicable regulations. The Institution, by action of its Board, may also delegate any of its powers and duties with respect to the Plan or its amendments to one or more officers or other employees of the Institution. Since the Plan is a defined contribution plan and funded at all times, the benefits are not insured by the Pension Benefit Guaranty Corporation under Title IV of ERISA.

**Assignment of Benefits**

For the protection of your interests and those of your dependents, your benefits under the Plan cannot be assigned and, to the extent permitted by law, are not subject to garnishment or attachment. You should be aware, however, that your benefits may be assigned pursuant to indicated domestic relation orders that relate to child support, alimony payments, or marital property rights.

**Plan Documents**

This booklet is a summary of the Plan Document. This summary has been written in informal language that is intended to be clear and easily understandable. It is not intended to create nor is it to be construed to constitute an express or implied contract between the Institution and any or all of its employees, or a guaranty of employment for any period or on any terms. Institution representatives are not authorized to make any promise or assurance about continued benefits or employment.
Please refer to the official Plan Document for more detailed information. If there is any conflict between this booklet and the Plan Document, the latter will govern.

You are entitled to examine the Plan Document and the Plan Annual Report, in the Office of Administration and in the business office of each Department. If you would like to have a copy of any of the documents, send a written request to the Office of Administration.

**Annual Financial Report and Plan Changes**

You will receive an annual financial report of the Plan. You will also be notified of material changes to the Plan.

**Employer Identification Number – 53-0196523**

**Plan Number – 001**

**Designated Agent for Service of Legal Process**

Carnegie Institution of Washington  
1530 P Street, N.W.  
Washington, D. C.  20005  
Telephone:  (202)387-6400

Service of legal process may also be made upon TIAA CREF, 730 Third Avenue, New York, New York  10017.