

ITQ ATTACHMENT 12
RIC 403(b) INFORMATION SHARING AGREEMENT

This Information Sharing Agreement ("Agreement") is entered into by the Iowa Retirement Investors' Club (RIC) and _____ ("Provider"). The Agreement establishes RIC and the Provider shall share data regarding accounts within RIC's plan. This Agreement is intended to satisfy the requirements of Section 403(b) of the Internal Revenue Code and related regulations.

A. RIC represents:

1. It is eligible to offer programs under §403(b) of the Internal Revenue Code of 1986, as amended (the Code);
2. It has established and maintains a program for eligible employees intended to qualify under §403(b) of the Code ("403(b) Plan");
3. Various public school districts, community colleges, and area education agencies (collectively referred to herein as Employers) located in Iowa have joined RIC and assets held in those employer plans are now RIC plan assets;
4. A listing of all employers who have joined RIC, and whose employees' accounts are within RIC's plan, is provided as Attachment A;
5. In addition to the Provider listed above, RIC has four active core providers (Horace Mann, MassMutual, VALIC, and Voya) and five optional providers (Annuity Investors Life Insurance Company, AXA Equitable, EFS Advisors, Lincoln Investment, and Security Benefit) who are able to receive new contributions, hereafter referenced as "Approved Providers";
6. The Provider named herein shall be an optional Approved Provider for purposes of opening new accounts, receiving new contributions, and receiving eligible Exchanges and rollovers into accounts; and
7. It has adopted a written 403(b) plan document which authorizes Exchanges executed under this Agreement. The plan document is posted on [RIC's website](#), where it is available to the Provider. Employers have adopted the plan document through an adoption agreement.

B. Provider represents:

1. For any Exchanges received by the Provider, the employee's accumulated benefit under the Provider's 403(b) annuity contract and/or custodial account after an Exchange shall be at least equal to the accumulated benefit of the employee's annuity contract and/or custodial account immediately prior to the Exchange, as such accumulated value is defined for purposes of applicable federal income tax regulations;
2. For any Exchanges received by the Provider, the distribution restrictions applicable to the Provider's annuity contract and/or custodial account are at least as restrictive as the distribution requirements applicable to the 403(b) annuity contract and/or custodial account prior to the Exchange;
3. It will, upon receiving a copy of the written 403(b) plan document, comply with its terms and conditions, provided such plan document may not enlarge the rights of the participant or the Employers under the annuity contract and/or custodial account without the consent of the Provider and, where applicable, the participant;
4. The Provider shall comply in all respects with the requirements of §403(b) of the Code and other relevant provisions of federal law; and
5. It will, in the event of a tax audit of RIC or an Employer, provide necessary information relating to the 403(b) Plan as requested.

C. RIC and Provider Agree:

1. Each, or their authorized representatives, shall exchange information necessary for compliance with the requirements of §403(b) and related Code sections and other applicable laws and regulations, including, but not limited to information on employment status, contributions and transactions made to or from other 403(b) annuity contracts and/or custodial accounts under the 403(b) Plan, information on other Exchanges, loans and hardship withdrawals (as permitted under the 403(b) Plan) and any other information necessary to facilitate activities permitted under the terms of the 403(b) Plan or tax compliance and reporting, as such information and details of such Exchange shall be determined from time to time by agreement between RIC and the Provider.
2. Provider shall indemnify and hold harmless RIC, the State of Iowa, its employees and officers, both appointed and elected, and all applicable Employers, any member of an Employer's governing board, and an Employer's employees from any claim, demand, or suit which may arise out of, be connected with, or be made due to the Provider's failure, through negligence or otherwise, to fulfill its obligations under this Agreement. However, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by RIC, its Employers, employees, former employees or legal representatives of such parties, or any willful misconduct or negligence by such parties. Provider shall, at its own expense and risk, defend, or at its option, settle any legal proceeding brought against Employer based on any claim, demand or suit covered by this indemnification, provided the Provider is notified by Employer, in writing, within thirty (30) days of Employer's receipt of such claim or demand. Provider's liability under this indemnification is limited to actual damages and out-of-pocket legal fees and expenses only.
3. This Agreement may be amended only in a written document signed by the parties. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, provided, however, no amendment or the termination of this Agreement shall terminate or limit the information sharing necessary to comply with Code § 403(b) and the regulations with respect to any Contracts existing prior to the date of such amendment or termination or affect any liability incurred by the Provider prior to the date of such amendment or termination.
4. For purposes of this Agreement, "Exchange" means the tax-free exchange (as defined under applicable federal income tax regulations under Code Section 403(b)) of all or some portion of an employee's 403(b) annuity contract and/or custodial account from another investment provider, or from another annuity contract and/or custodial account of the Provider, to a 403(b) annuity contract and/or custodial account with Approved Provider under RIC's plan for the purpose of changing investments.
5. The dates set forth in this Agreement, except for the execution date, are automatically extended to conform to any later available compliance dates which may be provided under applicable guidance issued after this Agreement is executed.
6. The benefits and obligations of this Agreement apply to each party and to its heirs, successors and assigns. The parties agree written notice will be provided to the other party of any heirs, successors and assigns which assume the benefits and obligations of this Agreement as soon as possible after such assumption.

Provider Approval

Provider Name:

Provider Address:

By: _____
Signature

Name: _____
(print or type)

Title: _____

Phone: _____

Date: _____

RIC Approval

Iowa Retirement Investors' Club

RIC Address:

DAS-HRE
1305 E. Walnut, Level A
Des Moines IA 50319

By: _____
Signature

Name: Janet E. Phipps

Director, Department of Administrative Services

Phone: 515-281-5360

Date: _____

Attachment A

<u>COMMUNITY SCHOOL DISTRICTS</u>		
ADAIR-CASEY	CHEROKEE	GLENWOOD
ADEL-DE SOTO-MINBURN	CLARINDA	GLIDDEN-RALSTON
AGWSR	CLARION-GOLDFIELD-DOWS	GMG
A-H-S-T	CLARKE	GRAETTINGER-TERRIL
AKRON WESTFIELD	CLARKSVILLE	GREENE COUNTY
ALBERT CITY-TRUESDALE	CLAYTON RIDGE	GRINNELL-NEWBURG
ALBIA	CLEAR CREEK-AMANA	GRUNDY CENTER
ALDEN	CLEAR LAKE	GUTHRIE CENTER
ALGONA	CLINTON	HAMBURG
ALTA	COLFAX-MINGO	HAMPTON-DUMONT
AMES	COLLEGE	HARLAN
ANAMOSA	COLLINS-MAXWELL	HARMONY
ANDREW	COLO-NESCO	HARTLEY-MELVIN-SANBORN
ANKENY	COLUMBUS	HIGHLAND
APLINGTON-PARKERSBURG	COON RAPIDS-BAYARD	HINTON
AR-WE-VA	CORNING	H-L-V
ATLANTIC	COUNCIL BLUFFS	HUBBARD-RADCLIFFE
AUDUBON	CRESTON	HUDSON
AURELIA	DALLAS CENTER-GRIMES	HUMBOLDT
BALLARD	DANVILLE	IKM-MANNING
BATTLE CREEK-IDA GROVE	DAVENPORT	INDEPENDENCE
BAXTER	DAVIS COUNTY	INDIANOLA
BCLUW	DELWOOD	INTERSTATE 35
BELLE PLAINE	DENISON	IOWA CITY
BELLEVUE	DES MOINES INDEPENDENT	IOWA FALLS
BELMOND-KLEMME	DIKE-NEW HARTFORD	IOWA VALLEY
BENNETT	DUBUQUE	JESUP
BENTON	DUNKERTON	JOHNSTON
BETTENDORF	DURANT	KEOKUK
BONDURANT-FARRAR	EAGLE GROVE	KEOTA
BOONE	EARLHAM	KINGSLEY-PIERSON
BOYDEN-HULL	EAST BUCHANAN	KNOXVILLE
BOYER VALLEY	EAST MARSHALL	LAKE MILLS
BROOKLYN-GUERNSEY-MALCOM	EAST MILLS	LAMONI
BURLINGTON	EAST SAC COUNTY	LAURENS-MARATHON
CAL	EAST UNION	LAWTON-BRONSON
CALAMUS/WHEATLAND	EASTERN ALLAMAKEE	LE MARS
CAM	EASTON VALLEY	LENOX
CAMANCHE	EDDYVILLE-BLAKESBURG-	LEWIS CENTRAL
CARDINAL	FREMONT	LINN-MAR
CARLISLE	EDGEWOOD-COLESBURG	LISBON
CARROLL	ELDORA-NEW PROVIDENCE	LOGAN-MAGNOLIA
CEDAR FALLS	ENGLISH VALLEYS	LONE TREE
CEDAR RAPIDS	ESSEX	LOUISA-MUSCATINE
CENTER POINT-URBANA	ESTHERVILLE LINCOLN	LU VERNE
CENTERVILLE	EXIRA- ELK HORN-KIMBALLTON	LYNNVILLE-SULLY
CENTRAL	FAIRFIELD	MADRID
CENTRAL CITY	FARRAGUT	MANSON NORTHWEST
CENTRAL DECATUR	FOREST CITY	WEBSTER
CENTRAL DEWITT	FORT DODGE	MAPLE VALLEY-ANTHON OTO
CENTRAL LEE	FORT MADISON	MAQUOKETA
CENTRAL LYON	FREMONT-MILLS	MARCUS-MERIDEN-CLEGHORN
CENTRAL SPRINGS	GALVA-HOLSTEIN	MARION INDEPENDENT
CHARITON	GARNER-HAYFIELD	MARSHALLTOWN
CHARLES CITY	GEORGE-LITTLE ROCK	MARTENSDALE-ST MARYS
CHARTER OAK-UTE	GILBERT	MASON CITY
	GLADBROOK-REINBECK	MEDIAPOLIS

<p>MELCHER-DALLAS MFL MARMAC MIDLAND MID-PRAIRIE MISSOURI VALLEY MOC-FLOYD VALLEY MONTEZUMA MONTICELLO MORMON TRAIL MORNING SUN MOULTON-UDELL MOUNT AYR MOUNT PLEASANT MOUNT VERNON MURRAY MUSCATINE NASHUA-PLAINFIELD NEVADA NEW HAMPTON NEW LONDON NEWELL-FONDA NEWTON NODAWAY VALLEY NORTH BUTLER NORTH CEDAR NORTH FAYETTE NORTH IOWA NORTH KOSSUTH NORTH LINN NORTH MAHASKA NORTH POLK NORTH SCOTT NORTH TAMA COUNTY NORTH UNION NORTHEAST NORTHEAST HAMILTON NORWALK ODEBOLT-ARTHUR OELWEIN OGDEN OKOBOJI OLIN CONSOLIDATED ORIENT-MACKSBURG OSAGE OSKALOOSA OTTUMWA PANORAMA PATON-CHURDAN PCM PEKIN PELLA PERRY PLEASANT VALLEY PLEASANTVILLE POCAHONTAS AREA PRAIRIE VALLEY RED OAK RICEVILLE RIVER VALLEY</p>	<p>RIVERSIDE ROCK VALLEY ROLAND-STORY RUDD-ROCKFORD-MARBLE ROCK RUTHVEN-AYRSHIRE SAYDEL SCHALLER-CRESTLAND SERGEANT BLUFF-LUTON SEYMOUR SHELDON SHENANDOAH SIDNEY SIGOURNEY SIOUX CENTER SIOUX CENTRAL SIOUX CITY SOLON SOUTH CENTRAL CALHOUN SOUTH HAMILTON SOUTH O'BRIEN SOUTH PAGE SOUTH TAMA COUNTY SOUTHEAST POLK SOUTHEAST WARREN SOUTHEAST WEBSTER SPENCER SPIRIT LAKE SPRINGVILLE ST ANSGAR STANTON STORM LAKE STRATFORD SUMNER-FREDERICKSBURG TIPTON TREYNOR TRI-CENTER TRI-COUNTY TRIPOLI TURKEY VALLEY TWIN CEDARS UNDERWOOD UNION UNITED URBANDALE VAN BUREN VAN METER VILLISCA VINTON-SHELLSBURG WACO WAPELLO WAPSIE VALLEY WASHINGTON WATERLOO WAUKEE WAVERLY-SHELL ROCK WAYNE WEBSTER CITY WEST BEND-MALLARD</p>	<p>WEST BRANCH WEST BURLINGTON IND WEST CENTRAL WEST CENTRAL VALLEY WEST DELAWARE COUNTY WEST DES MOINES WEST FORK WEST HANCOCK WEST HARRISON WEST LIBERTY WEST LYON WEST MARSHALL WEST MONONA WEST SIOUX WESTERN DUBUQUE WESTWOOD WHITING WILLIAMSBURG WILTON WINFIELD-MT UNION WINTERSSET CSD WOODBINE WOODBURY CENTRAL WOODWARD-GRANGER <u>COMMUNITY COLLEGES</u> DMACC EASTERN IOWA HAWKEYE INDIAN HILLS IOWA CENTRAL IOWA LAKES IOWA VALLEY IOWA WESTERN KIRKWOOD NORTH IOWA AREA NORTHEAST IOWA NORTHWEST IOWA SOUTHEASTERN SOUTHWESTERN WESTERN IOWA TECH <u>AREA EDUCATION AGENCIES</u> AEA 267 GRANT WOOD AEA 10 GREAT PRAIRIE AEA GREEN HILLS AEA 14 HEARTLAND AEA 11 KEYSTONE AEA 1 MISSISSIPPI BEND AEA 9 NORTHWEST AEA PRAIRIE LAKES AEA 8</p>
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