DUQUESNE UNIVERSITY
403(b) DEFINED CONTRIBUTION
RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION
# DUQUESNE UNIVERSITY
## 403(b) DEFINED CONTRIBUTION RETIREMENT PLAN
### SUMMARY PLAN DESCRIPTION

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INTRODUCTION

Duquesne University (the “University”) sponsors the Duquesne University 403(b) Defined Contribution Retirement Plan (the “Plan”) for the benefit of its eligible employees. The Plan is intended to help you save for retirement.

The actual Plan document is a complex legal document written to comply with federal law. **If there is a conflict between this summary plan description and the Plan document, the Plan document will control.**

If you have questions about the Plan after reviewing the summary plan description, please contact the Plan Administrator. You may examine the Plan document by making arrangements with the Plan Administrator. No one can orally change the terms of the Plan.
I. OVERVIEW

All employees of the University are eligible to contribute to the Plan on a voluntary basis the first day of the month following your date of hire. The only class of employees that may not make any contributions to the Plan are student employees while receiving wages that are not subject to FICA taxation.

If you:

1. contribute at least 5% of your Compensation to the Plan,
2. meet the Plan’s additional eligibility requirements, and
3. are not in a category of employees excluded from University contributions,

then the University will make an additional contribution to the Plan on your behalf equal to 8% of your Compensation.

Employees who are excluded from receiving University contributions include adjunct faculty, residents, post and pre-doctoral fellows, graduate assistants, student employees, “on call” employees and “special assignment” employees.

Generally, there are two ways for you to qualify for receiving University contributions:

VOLUNTARY PARTICIPATION

You are always able to contribute whatever you wish to the Plan on a voluntary basis up to the annual limit. The annual limit equals $16,500 for 2010, may be adjusted annually and may be increased if you are eligible to make "catch-up" contributions. If you complete One Year of Service and you are not yet eligible for Mandatory Participation (described below), the University will make a Matching Contribution on your behalf equal to 8% of Compensation as long as you make a voluntary contribution to the Plan equal to at least 5% of Compensation.

MANDATORY PARTICIPATION

Once you meet the eligibility requirements described below for mandatory participation, you will be required as a condition of employment to contribute 5% of your Compensation to the Plan. The University will make an additional 8% contribution on your behalf for a total Mandatory Contribution of 13% of Compensation. You may always contribute to the Plan on a voluntary basis more than the 5% contribution that is mandated up to the annual limit. The annual limit equals $16,500 for 2010, may be adjusted annually and may be increased if you are eligible to make "catch-up" contributions.
II. **ELIGIBILITY AND PARTICIPATION**

**ELIGIBLE EMPLOYEES**

All employees of the University are eligible to participate in the Plan except for certain student employees and leased employees. Independent contractors are not eligible to participate in the Plan.

**AGE AND SERVICE REQUIREMENTS**

A. **Voluntary Participation**

All employees of the University are eligible to make voluntary contributions to the Plan as of the first day of the month next following your date of employment with the University by completing the appropriate enrollment forms and returning them to the Plan Administrator. The only exception applies to student employees who are not eligible to participate in the Plan at all to the extent that they are receiving wages that are not subject to FICA taxation.

**Students:** In general, students who have part-time jobs with the University will not be eligible to participate during the school year. If the University determines that the student’s compensation is subject to FICA (Social Security) taxes, the student may make contributions to the 403(b) plan based on the portion of his or her compensation that is subject to FICA taxes.

All employees of the University are eligible to receive University contributions once they meet certain eligibility requirements unless they are in a category of employees specifically excluded from receiving University contributions.

Employees who are specifically excluded from receiving University contributions include:

1. adjunct faculty
2. residents
3. post and pre-doctoral fellows
4. graduate assistants
5. student employees
6. “on call” employees
7. “special assignment” employees
B. Matching Contributions Based on Your Voluntary Participation

Once you complete one (1) Year of Service, the University will make a Matching Contribution of 8% of Compensation if you voluntarily contribute at least 5% of Compensation and are not in an excludable class of employees. This entitlement to Matching Contributions will continue until you qualify for Mandatory Participation (described below).

You will receive credit for a Year of Service if you complete at least 1,000 Hours of Service either:

1. during the 12-month period beginning on the date of employment or
2. during any subsequent Plan Year.

For purposes of receiving Matching Contributions, newly-hired employees with experience at an educational institution may receive credit for prior service. You will receive credit for one Year of Service if you have completed at least one year of qualifying service with an educational institution:

1. including primary and secondary schools as well as universities,
2. including the University in the case of a rehire, and
3. not including vocational or technical schools

Once you are credited with one Year of Service, you will become eligible for Matching Contributions as of the first day of the month next following your completion of the Year of Service.

C. Mandatory Participation

Unless you are in a category of employees who is excluded from receiving University contributions (see above), you are required as a condition of your employment to contribute 5% of your Compensation to the Plan once you meet the Mandatory Participation eligibility standards. You always may choose to contribute more on a voluntary basis.

As you make 5% Mandatory Contributions, the University will make additional 8% Mandatory Contributions for a total Mandatory Contribution equal to 13% of Compensation.

Employees become eligible for Mandatory Participation under the following terms and conditions. Job classification and employment status shall be determined pursuant to The Administration Policy (“TAP”) of the University.

Once you are eligible for the University’s 8% Mandatory Contribution, you are no longer
eligible for the University’s 8% Matching Contribution.

You are required to participate in the Plan as a condition of your employment once you meet the following standards:

<table>
<thead>
<tr>
<th>Type of Employee</th>
<th>Must Participate No Later Than</th>
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<tr>
<td>Faculty Members, Administrators and Executives</td>
<td>Upon completion of 1 Year of Continuous Service and attainment of age 35</td>
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<tr>
<td>Support Staff</td>
<td>Upon completion of 5 Years of Continuous Service and attainment of age 35</td>
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<tr>
<td>SEIU Local 32BJ</td>
<td>Upon completion of 1 Year of Continuous Service (unless you are grandfathered)</td>
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</tr>
<tr>
<td>SPFPA Local 502</td>
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</tr>
<tr>
<td>Teamsters Local 249</td>
<td>No mandatory participation</td>
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You will receive credit for one Year of Continuous Service if you remain employed as a Full-Time Employee for one full 12-month period from your date of hire (or date of rehire). You will receive credit for five Years of Continuous Service if you remain employed as a Full-Time Employee for five consecutive 12-month periods.

You first become eligible for Mandatory Participation upon the later of:

1. the first day of the first month following completion of the service requirements or
2. the first day of the first month coincident with or next following the attainment of any required minimum age.

**D. Rehired Employees**

If you terminate employment after becoming subject to the Mandatory Participation requirements and you are later rehired by the University, you will be required to meet the service requirements for Mandatory Participation before becoming eligible for Mandatory Participation again unless your period of absence was less than two full pay periods.
E. Grandfathered Participation

Employees who first became eligible for University contributions under the Plan prior to January 1, 1983, who have remained so eligible since that time and who have been enrolled in the Plan since September 1, 1967 (or when first eligible, if later) are eligible for an additional University contribution. The additional University contribution may equal an additional 1% of Compensation per each five Years of Continuous Service up to a total additional University contribution of 2% of Compensation.

Employees who are eligible for University contributions generally will not remain eligible for University contributions if their employment status changes and they become a member of a class of employees that is specifically excluded from receiving University contributions. An exception applies for employees who were in an otherwise ineligible class of employees as of September 1, 2008, were receiving University contributions as of that date and have continued to make contributions of at least 5% of Compensation since that date.
III. CONTRIBUTIONS AND LIMITS

PARTICIPANT CONTRIBUTIONS

You may contribute a percentage of the Compensation that you receive from the University to the Plan through payroll deduction. Your contributions are deducted from your pay before federal income taxes are calculated.

To begin making voluntary contributions to the Plan, you must complete and sign a 403(b) contribution election form indicating what percentage of your compensation you wish to contribute for the Plan Year. You also must elect how to invest your contribution. A 403(b) contribution election form will be provided to you by the Plan Administrator. Your election form will remain in effect until you change or revoke it.

If you have met the requirements for Mandatory Participation, you are required, as a condition of your employment, to make contributions to the Plan equal to at least 5% of your Compensation for each Plan Year. If you fail to complete a 403(b) contribution election form, your contribution to the Plan will remain at the mandatory 5% of Compensation until you decide to increase it. If you fail to complete a form that directs the investment of your contributions, your contributions will be invested in the default fund described in section IV.B, below.

You are always 100% vested in the value of your own contributions and any earnings on those contributions at all times.

Overall Limit: You may elect to make voluntary 403(b) Contributions up to the least of:

(i) the “dollar limit”,

(ii) 100% of your Compensation or

(iii) the amount available after all tax withholdings. For most employees, the dollar limit will be the relevant limit.

Dollar Limit: The general dollar limit for 2010 is $16,500. The limit may increase in future years for cost-of-living adjustments. Your dollar limit may be higher if you are eligible for “15 year catch-up contributions” or “age 50 catch-up contributions”. Please note that your dollar limit applies per calendar year to all 401(k) and 403(b) contributions (both pre-tax and Roth) for all plans in which you participate regardless of the number of employers. Therefore, if you participated in a 401(k) or 403(b) plan of another employer before you started work at the University, you need to take your 401(k) and 403(b) contributions under the other plan into account when calculating your maximum permitted contribution under the University’s plan. Your Mandatory 403(b) Contributions do not count against this limit and your Matching Contributions made by the University do not count against this limit.
**15-Year Catch-Up Contributions:** If you have at least 15 Years of Service with the University, the “dollar limit” is increased by the least of the following:

(i) $3,000;

(ii) $15,000 reduced by any 15-year catch-up made for prior years;

(iii) the excess of $5,000 multiplied by your number of Years of Full-Time Service over your 403(b) Contributions (and Roth 403(b) Contributions) for prior years, not including age 50 catch-up contributions, to the 403(b) Plan.

**Age 50 Catch-Up Contributions:** If you are (or will be) at least 50 years old by the end of a Plan Year, you may elect to make an additional $5,500 of “catch-up” 403(b) contributions. The $5,500 limit which applies for 2010 is subject to periodic cost-of-living adjustments.

**Tax Notes/Rules:**

(i) 403(b) Contributions will not be included in your taxable income for purposes of the federal income tax. They are included in income for purposes of the Pennsylvania income tax, local wage taxes in PA, and FICA (Social Security and Medicare) taxes.

(ii) You need 15 Years of Full-Time Service, or its equivalent, in order to be eligible to make “15 year catch-up contributions”.

(iii) You become eligible to make “15 year catch-up contributions” after you complete 15 Years of Full-Time Service (or its equivalent).

(iv) You are permitted to make “age 50 catch-up contributions” at any time during the year of your 50th birthday (or any later year).

(v) If you are eligible to make both types of catch-up contributions, you must make the 15 year catch-up contributions first.

**Aggregate Limit On All Contributions:** The maximum amount that may be allocated to your account under the Plan is subject to the "415 limit", which equals for 2010 the lesser of $49,000 or 100% of your “415 compensation” for the year. This limit takes into account your voluntary 403(b) Contributions, any Mandatory 403(b) Contributions made by you and any contributions made by the University. This $49,000 limit is indexed and will be adjusted for future years. This limit applies to all contributions made under this Plan and to the plan of any trade or business of which you own more than 50%.

It is possible that University contributions made under the Plan on behalf of "highly compensated employees" may be limited as a result of annual nondiscrimination tests that must be met by the Plan. "Highly compensated employees" are employees who earn salary in excess of a certain dollar threshold, which varies from year to year and which equals $110,000 for 2010. You will be notified if University contributions made on your behalf are subject to this limit.
**Election Changes:** To increase or decrease the amount of your voluntary 403(b) contributions, or to stop or re-start your voluntary 403(b) contributions during the Plan Year, you must complete and sign a revised 403(b) contribution election form and return it to the Plan Administrator. The Plan Administrator will establish uniform and nondiscriminatory rules regarding when you may change your 403(b) contribution election form.

If you are subject to the Mandatory Participation requirements, you may not stop your contributions or reduce the amount of your contributions below 5% of your Compensation during any Plan Year.

**Compensation:** Your “Compensation” for purposes of the Plan is defined in Article IX.

**LEAVE OF ABSENCE (INCLUDING MILITARY LEAVE)**

If you are on a paid leave of absence, you may continue your contributions to the Plan during your leave. If you are subject to the Mandatory Participation requirements, you must continue contributions equal to at least 5% of your Compensation during your leave. If you are on an unpaid leave of absence, no contributions will be made to this Plan on your behalf during your leave.

If you go on qualified military leave and return to the University within the period during which your re-employment rights are protected by law, you may (after you return) make the voluntary 403(b) contributions that you would have been able to make had you remained employed by the University, and you will get the same match that you would have received had you remained employed and made those same voluntary 403(b) contributions. You have the lesser of either five years or three times your period of qualified military service to make those contributions.

If you are a Mandatory Participant in the Plan and you go on qualified military leave and return to the University within the period during which your re-employment rights are protected by law, you will receive the same Mandatory Contributions that you would have received had you remained employed by the University (less any Mandatory Contributions credited on your behalf during your military leave).

**ROLLOVER CONTRIBUTIONS**

If you receive a distribution from another employer’s retirement plan, you may be permitted to roll over that distribution into this Plan. If you would like to make a rollover contribution to the Plan, please contact the Plan Administrator. You are 100% vested in the value of your rollover contributions and any earnings on those contributions at all times. You may not rollover any distribution from another plan to the extent that such distribution contains after-tax contributions.

**INDIVIDUAL ACCOUNTS**

All contributions made to the Plan on your behalf will be credited to an individual account maintained in your name. Your account will be adjusted periodically to reflect additional contributions, investment earnings or losses, expense charges, and distributions from the Plan.
IV. INVESTMENT OF PLAN ASSETS

A. Directed Investments

In accordance with procedures adopted by the Plan Administrator, you have certain rights to direct the investment of your accounts. The Plan is intended to meet the standards of an ERISA section 404(c) plan. Because you have the ability to choose how to invest your accounts, the fiduciaries of the Plan may be relieved of liability for any losses which result from following your investment instructions.

Your investment options consist of a variety of:

1. TIAA-CREF investment funds (both annuity contracts and mutual funds);
2. Fidelity mutual funds.

The actual investment funds are not listed here so that the University will not need to amend this SPD every time that a fund is added, dropped, or has a name change.

You will be subject to the rules of the investment contracts of the Fund Sponsor(s) in which you choose to invest. Information about these rules will be provided to you by TIAA-CREF and Fidelity (the Fund Sponsors). The Plan Administrator may change the Fund Sponsor or the investment options offered under the Plan at any time.

You should receive TIAA-CREF and Fidelity information packets which contain all of the following information (Ask the Human Resources Benefits Department for them if you do not receive them):

1. A list of all the available funds.
2. A prospectus or detailed financial information for each fund. (This information comes from TIAA-CREF and Fidelity).
3. Toll free telephone numbers and internet access information.

You have the right to receive the following information upon request (based on what is available to the trustees):

1. The current prospectus or financial information for each fund in which you have invested.
2. The annual operating expenses for each such fund.
3. A list of assets for each fund.
4. The past investment performance of each fund.
B. Default Investment:

If you do not choose an investment option, future contributions made to your Plan account will be invested in the Plan’s “Default Investment Fund” until you change your investment election. The Plan’s current Default Investment Fund is the Fidelity Freedom Fund with a target retirement date of age 65.

It is intended that the Plan’s Default Investment Fund constitute a “qualified default investment alternative” under ERISA §404(c)(5). A brief description of the fund’s investment objective is provided below.

Subject to the terms of the Fidelity contracts, you have the right to change your investment election to any other investment alternative under the Plan at any time by calling Fidelity at 1-800-343-0860 or by logging in to your account at www.fidelity.com/atwork.

You may obtain investment information about the Plan’s Default Investment Fund and other investment options by contacting Fidelity at 1-800-343-0860.

C. Fees, Expenses and Restrictions:

Regarding the fees, expenses and restrictions that may apply to investments offered through the Plan, please see the investment materials provided by TIAA-CREF and Fidelity, and feel free to contact the applicable investment manager and request additional information if you wish. You may also contact the Plan Administrator for additional information.

Reports: Quarterly and annual statements are available that show the contributions to your account and the investment results in your account.
V.  DEATH BENEFITS

A.  **Beneficiary Designation**: If you die, your vested interest will be paid to your designated beneficiary (or your estate if no beneficiary designation is on file).

Special rules apply if you are married at your death, regardless of whether you are married now. See C. below.

**Where to Find the Forms**: Beneficiary designation forms from TIAA-CREF and Fidelity.

**Where to File**: Beneficiary designation forms are filed with TIAA CREF and Fidelity.

B.  **How Many Beneficiary Designations Should I File?**  If you invest with different vendors, you must file at least one beneficiary designation form with each vendor. You may be required to file multiple forms per vendor depending on your investments. Contact each vendor for more details in this regard.

C.  **Special Rules for Married Participants**

If you are married at your death (regardless of whether you are married now), your benefits will be paid automatically to your spouse, regardless of any beneficiary designation which you have made, unless your spouse has specifically waived his/her right to be beneficiary.

**Divorce**: If you name your spouse as beneficiary, and if you get a divorce, the plan documents have a provision that nullifies the designation of your spouse as beneficiary upon the effective date of the divorce.
VI. DISTRIBUTION OF BENEFITS

GENERAL

Distributions from your account under the Plan are governed by the terms in detail of the investment contracts in which your account is invested. Those rules are not described here and are in addition to those described below. If you would like to receive a distribution from the Plan, you should contact the Fund Sponsor (TIAA-CREF or Fidelity) through which your account is invested for additional information.

A. Method of Distribution

You may elect to receive your money in any form of distribution made available by TIAA-CREF or Fidelity; provided that:

1. You are subject to whatever restrictions TIAA-CREF or Fidelity impose by contract.

2. If you are married, you must obtain your spouse’s consent in order to receive an annuity other than a “qualified joint and survivor annuity”. A qualified survivor annuity has your spouse as primary beneficiary and the survivorship percentage is at least 50% and not more than 100%. An example of a qualified joint and survivor annuity is a joint and 50% survivor annuity with your spouse as beneficiary.

3. Your distribution option must comply with IRS rules on “minimum required distributions”, which begin to apply after you reach age 70½, or terminate employment with the University, whichever is later.

The forms of payment available under the Plan are those that are offered under the investment contracts and may include:

1. Single life annuities;

2. Joint and survivor annuities;

3. Fixed period annuities;

4. Installment payments;

5. Cash withdrawals; and

6. Other annuity and withdrawal options provided under the investment contracts.
B. Direct Rollovers

You have the option to take a distribution of all or part of your accounts and make a rollover to an IRA or a plan of a new employer; provided:

1. If you have money invested with TIAA, you may not have immediate access to the entire account.

2. Another employer is not obligated to accept a rollover into its plan.

3. You may not roll over distributions that are required under the “minimum required distribution” rules.

4. Installment payments being taken over a period of 10 years or more may not be rolled over to an IRA or other plan.

C. Loans

You may borrow from your Plan account if you are a Plan Participant you have not commenced benefit payments under the Plan. Loans are processed in accordance with written loan procedures established by the Fund Sponsors (TIAA-CREF and Fidelity). You may request information about loans, including a copy of a Fund Sponsor’s loan procedures, directly from the Fund Sponsor. The loan procedures give details about limitations on loans, interest charges, collateral, loan fees, repayment terms, what happens if you terminate employment before your loan is repaid, and the consequences of default.

D. Time of Payment/Minimum Required Distributions

In general, you may not take a distribution until you terminate employment with the University. However, certain in-service distributions are permitted. See F. below.

After you terminate employment with the University, you may elect to receive a distribution. You are not required to wait until a certain age to take a distribution. **After you terminate employment, you are responsible for ensuring that TIAA-CREF and Fidelity have your current mailing address.**

If you are on military leave for a period exceeding 30 days, you may be eligible to withdraw your voluntary 403(b) contributions if you wish, subject to the terms of your investment contract.

**Minimum Required Distributions**

Your minimum required distributions begin as of your “required beginning date”, which is April 1 of the calendar year after the later of the calendar year you: (i) terminate employment with the University, or (ii) attain age 70½.
If you fail to take a minimum required distribution, you will be subject to a 50% excise tax on the amount that should have been distributed (on top of the income tax on actual distributions). DO NOT IGNORE notices from TIAA-CREF or Fidelity regarding minimum required distributions.

All of your 403(b) accounts and annuity contracts are aggregated for purposes of determining your minimum required distributions from all 403(b) plans. Therefore, if you worked for another university and have money in a 403(b) plan of another employer, you may take money out of that 403(b) plan in order to satisfy your minimum required distribution requirements from the University’s 403(b) plan (and vice versa). Thus it’s your responsibility to ensure that you receive your required minimum distributions from your different 403(b) accounts and annuity contracts once you attain age 70½. A separate minimum required distribution requirement applies to any IRAs that you have.

F. In-Service Withdrawals

If you are still employed by the University, you may take a distribution under the following circumstances, but subject to the terms of your TIAA-CREF or Fidelity contracts:

1. **Hardship**: You may withdraw your voluntary 403(b) contributions (excluding gain) only to the extent that it is necessary to pay for a “hardship.”

   You have a “hardship” only if you need a withdrawal to pay for (1) purchase of your principal home, (2) college or graduate school tuition (including related educational fees, and room and board) of yourself, your spouse, your child, or your dependent, (3) rent or mortgage payments but only to avoid eviction from or foreclosure on your home, (4) uninsured and tax deductible medical expenses, (5) burial or funeral expenses for your parent, spouse, child or dependent, (6) repair of damage to your principal residence that would qualify for the casualty tax deduction, (7) taxes you will owe as a result of the withdrawal or (8) other “hardships” as defined by the IRS. You will need to provide proof of your hardship.

   Before you make a hardship withdrawal of 403(b) contributions, you must first exhaust your ability to borrow from the Plan and exhaust your ability to withdraw all other contributions from the Plan. In addition, you may withdraw only the amount necessary to satisfy your hardship (e.g. the amount needed to prevent foreclosure or eviction). Further, you must withdraw at least $1,000 and may make only one in-service withdrawal per Plan Year (except to make tuition payments).

   Hardship withdrawals are taxable and also may be subject to a 10% penalty tax if you are not yet age 59½.
If you make a hardship withdrawal, you will not be able to make any voluntary 403(b) contributions or Mandatory Contributions for at least six months.

2. **After Age 59½.** If you have attained age 59½ and are no longer eligible to receive University contributions under the Plan, you may withdraw all or part of your Plan benefits (including gain) without the need to show hardship. You must withdraw at least $1,000.

3. **Total Disability:** If you suffer a Total Disability, you may make a withdrawal of all or part of your Plan benefits. You must withdraw at least $1,000.

G. **Qualified Domestic Relations Orders:**

The Plan Administrator is required by law to distribution benefits in accordance with certain court orders regarding child support, alimony payments, or division of marital property. If the Plan Administrator receives a court order affecting you, he will notify you promptly and will make a determination about whether he is required to follow the order.

Sometimes court orders do not contain all of the requirements of a “qualified domestic relations order” (“QDRO”), and the order needs to be revised before the Plan Administrator is permitted to follow it. In order to minimize problems, if you are going through a divorce (or some other legal procedure that involves the division of your 403(b) Plan accounts), you might want to ask the Plan Administrator to review a draft QDRO prepared by your attorney before the order is issued by a court. If you want a copy of the Plan’s procedures for dealing with QDROs, ask the Plan Administrator for a copy.
VII. CLAIMS PROCEDURE

APPLICATION FOR BENEFITS

To apply for benefits under the Plan, you (or your beneficiary, if applicable) should follow the procedures established by the appropriate Fund Sponsor.

DENIAL OF CLAIM

If your claim for benefits is wholly or partially denied, the Fund Sponsor will notify you within a reasonable period of time, but not later than 90 days after receipt of your claim, unless the Fund Sponsor determines that special circumstances require an extension of the time for processing the claim. If the Fund Sponsor determines that an extension is necessary, written notice of the extension will be furnished to you prior to the termination of the initial 90 day period. The extension notice will indicate the special circumstances requiring an extension and the date by which the Fund Sponsor expects to render a benefit determination. If the dispute involves a determination about whether you have a suffered a Disability (a “Disability determination”), the initial period shall be 45 days rather than 90 days, followed potentially by up to two 30-day extension periods.

The Fund Sponsor will provide you with written or electronic notification of any adverse benefit determination. The notification will set forth:

(i) the specific reason(s) for the adverse determination;

(ii) reference to the specific Plan provision(s) on which the determination was based;

(iii) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary; and

(iv) a description of the Plan's claim review procedures and the applicable time limits, including a statement informing you of your right to bring a lawsuit under section 502(a) of ERISA if your claim is denied on appeal.

APPEAL OF DENIAL

If you disagree with the Fund Sponsor's decision, you may request that the decision be reviewed. You will have 60 days (or have 180 days in case of a Disability determination) following your receipt of notification of an adverse benefit determination to appeal the decision in writing. You may submit written comments, documents, records, and other information relating to your claim. You will be provided upon request and free of charge reasonable access to, and copies of, all documents, records, and other information relevant to your claim. Your claim will be reviewed, taking into account all comments, documents, records, and other information submitted by you.
You will be notified of the Fund Sponsor’s determination on review within a reasonable time, but not later than 60 days (or 45 days in case of a Disability determination) after the Plan's receipt of your request for review, unless the Fund Sponsor determines that special circumstances require an extension of time of 60 days (or 45 days in case of a Disability determination) for processing the claim. If the Fund Sponsor determines that an extension is necessary, written notice of the extension explaining the special circumstances and indicating the date by which the Fund Sponsor expects to render a decision will be provided to you prior to the termination of the 60-day period.

The Fund Sponsor will provide you with written or electronic notification of the Fund Sponsor's benefit determination on review. The notification will set forth the specific reason(s) for the adverse determination and reference to the specific Plan provision(s) on which the benefit determination is based, as well as a statement informing you of your right to bring a lawsuit under section 502(a) of ERISA following the denial of your claim on appeal.

If you wish to preserve any rights that you may have under the Plan, including your right to pursue your claim in court, you must follow the claims procedure described above.

VIII. MISCELLANEOUS

PLAN AMENDMENT AND TERMINATION

The University reserves the right to amend or terminate the Plan at any time, for any reason. No such amendment or termination will adversely affect your vested benefits under the Plan.

PLAN ADMINISTRATION

The Plan Administrator shall administer the Plan in accordance with its terms and shall have all the powers necessary to carry out the terms of the plan, including the power to take appropriate action to correct mistakes. The Plan Administrator shall have discretion to interpret and administer the Plan, to determine any and all benefits under the Plan, and to respond to questions concerning its application and administration. Such determinations shall be binding on all persons except as otherwise provided by law.

NO RIGHT TO CONTINUED EMPLOYMENT

Neither the Plan nor this summary plan description is intended to create and right to or expectation of continued employment with the University.

QUALIFIED MILITARY SERVICE

If you are absent from work during a period of "qualified military service" as that term is defined under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), your contributions, service, and any loans outstanding under the Plan may be subject to special rules. If you think these rules may apply to you, please contact the Plan Administrator for additional information.
IX. DEFINITIONS

A. “Compensation” means the total amount of compensation reportable to you on Form W-2 plus any salary reduction contributions made under this Plan, a cafeteria plan or a pre-tax transportation plan. It shall include:

- payments received while serving as a department chair or as a program director;
- salary received from sponsored research grants payable for work performed during the summer months by full-time, nine-month faculty and that is approved and funded by the granting agency for retirement benefits;
- cash-outs of unused vacation pay paid to Exempt Employees; and
- salary continuation payments made to employees who have agreed to terminate employment at some future date.

It shall exclude:

- bonuses, overtime, flex credits under the cafeteria plan, overload payments, grant payments (except as provided in paragraph 2 above), stipends, and payments for services not related to the Participant’s primary position;
- any reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits;
- any compensation which is paid (or otherwise becomes taxable) to an Employee for services rendered while he was not a Participant in the Plan; and
- cash-outs of unused sick time or vacation pay paid to Non-Exempt Employees.

B. “Disability” means that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration.

C. “Exempt Employee” means an Employee who is exempt from the overtime pay provisions of the Fair Labor Standards Act.

D. "Full-Time Employee" means will be determined in accordance with The Administration Policy, which as of the date of adoption of this document provided that:

- An employee who is not a faculty member and whose terms of employment are not covered by a collective bargaining agreement is “full-time” if he or she is scheduled to work a minimum of 35 hours per week and 52 weeks per year, except as otherwise scheduled by terms of appointment, such as 9 or 10 month academic year appointments.” See TAP No. 3.
• A faculty member is “full-time” if his or her employment contract with the University provides that he or she will have full-time teaching or research responsibilities.

• An employee whose terms of employment are covered by a collective bargaining agreement is “full-time” if he or she is regularly scheduled to work a minimum of 40 hours per week and 52 weeks per year (except to the extent that the collective bargaining agreement provides for vacation or other time off).

E. "Fund Sponsors" mean TIAA-CREF and Fidelity.

F. “Hour of Service” means each hour for which you are paid for working. If the University does not maintain employment records by counting actual Hours of Service, you will be credited with 10 Hours of Service for each day for which you are required to be credited with at least one Hour of Service. It also includes hours during which you are not working because:

• you are laid off for a temporary period;
• you are on a University approved leave of absence;
• you are sick or on disability leave,
• you are on jury or military duty;
• you are on vacation or taking a holiday;
• you are on maternity/paternity/adoption leave; or
• you are on leave under the Family and Medical Leave Act.

You will not receive credit for more than 501 Hours of Service in a year unless you actually worked during the year.

G. "Mandatory Participation" means participation in the Plan that is a condition of employment for employees who have met the eligibility standards described on page 4.

H. “Non-Exempt Employee” means an Employee who is not an Exempt Employee.

I. “Plan Year” means the 12-month period of time beginning on each January 1 and ending on December 31.

J. “Year of Continuous Service” means you will receive credit for one Year of Continuous Service if you remain employed on a full-time basis for one full 12-month period from your date of hire (or date of re-hire). You will receive credit for five years of Continuous Service if you remain employed on a full-time basis for five consecutive 12-month periods.

K. “Year of Service” means a 12-month period during which you are credited with at least 1,000 Hours of Service which 12-month period either begins on your date of hire (or rehire) or is the Plan Year.
X. YOUR RIGHTS UNDER ERISA

Regulations of the U.S. government require that this summary plan description include the statement that appears below. The statement was drafted by the federal government, although inapplicable portions have been revised or deleted. Neither the University nor the Plan Administrator can take any responsibility for the accuracy or completeness of any assertion in the statement. The Pension Benefit Guaranty Corporation does NOT insure the benefits provided under the Plan because it does not insure plans of this type (i.e., plans that provide for an individual account for each participant).

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants will be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- 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.

- Obtain a statement telling you your current account balance and whether you have a right to receive a vested benefit at normal retirement age (age 65). If you do not have a vested right to a benefit, the statement will tell you how many more years you have to work to earn a vested right. This statement must be requested in writing and is not required to be given more than once every 12 months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.
Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require 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 control of the Plan Administrator. If you have a claim for benefits that 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's decision or lack thereof concerning the status of a qualified domestic relations order, you may file suit in a federal court. If it should happen that the 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 you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

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 rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA from the Employee Benefits Security Administration by calling the participant assistance number, 1-866-444-EBSA (3272), or sending electronic inquiries to www.askebsa.dol.gov.
XI. BASIC PLAN INFORMATION

Name of the Plan: Duquesne University 403(b) Defined Contribution Retirement Plan

Plan Sponsor: Duquesne University
c/o Office of Human Resource Management
Pittsburgh, PA  15282
412-396-5106
Tax ID:  25-1035663
Tax Year End: June 30

Plan Number: 001

Plan Year End: December 31

Plan Administrator: Duquesne University
c/o Office of Human Resource Management
Pittsburgh, PA  15282
412-396-5106

Fund Sponsors:
Teachers Insurance and Annuity Association
730 Third Avenue
New York, NY  10017
1-800-842-2733

College Retirement Equities Fund
730 Third Avenue
New York, NY  10017
1-800-842-2733

Fidelity Investments Tax-Exempt Services Company
P.O. Box 770002
Cincinnati, OH  45277-0097
1-800-842-2733

Agent for Service of Legal Process: Service of legal process on matters pertaining to the Plan may be made in the name of the Plan upon the Plan Sponsor or the Plan Administrator.

PPGC Insurance The plans are not insured by the Pension Benefit Guaranty Corporation (“PBGC”) because the PBGC insures only defined benefit plans, and the 401(a) and 403(b) Plans are not defined benefit plans.