

401(a)/Dana-Farber Cancer Institute Retirement Plan

SUMMARY PLAN DESCRIPTION

Working together to prepare for a healthy future

REVISED EFFECTIVE JANUARY 1, 2018

Introduction

The retirement program at Dana-Farber Cancer Institute (“DFCI”) has been designed to support our eligible staff members as they prepare for a financially sound retirement. The program offers two plans that work together and complement Social Security:

- The Dana-Farber Cancer Institute Retirement Plan (the “401(a) Plan”) – a plan paid for completely by DFCI. It is a qualified defined contribution plan as defined under section 401(a) of the Internal Revenue Code.
- The Dana-Farber Cancer Institute Tax Deferred Annuity Plan (the “403(b) Plan”), a section 403(b) plan as defined under the Internal Revenue Code – a plan into which you can contribute a percentage of your pay on a tax-advantaged basis. DFCI matches your contributions to the 403(b) Plan and credits that match to an account in the 401(a) Plan for your benefit.

For details on the 403(b) Plan and information on how you can begin accumulating your own savings under that plan, please refer to the 403(b) Plan’s summary plan description.

Here’s how the **401(a) Plan** works:

- If you’re eligible, each pay period, DFCI makes a core contribution to the 401(a) Plan on your behalf, based on a percent of your eligible pay.
- If you are eligible for the 401(a) Plan and you contribute to the 403(b) Plan, DFCI will provide a 50% matching contribution on the first 3% of eligible pay you contribute to the 403(b) Plan. DFCI deposits the matching contribution into the 401(a) Plan on your behalf.
- You can invest the core contributions and any matching contributions in your choice of the available investment options offered through our two plan vendors—Fidelity Investments and TIAA.
- The contributions and any investment earnings are tax-deferred under the 401(a) Plan.
- Generally, after you are credited with three years of service, you’ll be entitled to the value of your core and matching contributions when you terminate employment with DFCI or retire.

Introduction

This summary plan description describes the provisions of the revised 401(a) Plan in effect on January 1, 2018. This summary plan description is not the complete 401(a) Plan, but is only a description of some of the important provisions of the 401(a) Plan in as non-technical language as possible. Please read this booklet carefully and share it with those who help you make investment decisions and with those who are your partners in planning for your retirement. The official plan documents which actually govern the operation of the 401(a) Plan are also available for your review in the Human Resources Department.

All the provisions which pertain to the 401(a) Plan are contained in the actual 401(a) Plan document and related trust agreement. If there is any inconsistency between this summary plan description and the official documents, the 401(a) Plan and trust documents shall prevail and control in all cases. Furthermore, this summary plan description contains a summary of the provisions of the 401(a) Plan as of the date of publication. There may be further revisions and amendments from time to time as required by law or adopted at the direction of DFCI. No one shall accrue any rights because of any statement in or omission from this summary plan description, nor shall any statement or omission modify or affect the provisions of the 401(a) Plan and trust documents. Copies of the 401(a) Plan documents are available for your inspection and you are encouraged to examine them.

If you have any questions regarding the 401(a) Plan or would like to get information about the 403(b) Plan, please email the Human Resources Department at askhr@dfci.harvard.edu or call 1-617-632-3052.

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1. When was the 401(a) Plan established?

The 401(a) Plan was introduced for all staff members of DFCI effective June 1, 1992.

2. Who is eligible to participate in the 401(a) Plan?

You are eligible to participate in the 401(a) Plan if you:

- Are employed by DFCI, and
- Are at least age 21, and
- Have completed one year of eligibility service (see the question *How is eligibility service determined?* in the section *Service*), and
- You are not a member of one of the excluded groups listed below.

You are not eligible to join the 401(a) Plan if you are a staff member in any of the positions below:

- A per diem staff member
- A temporary staff member
- A research fellow, clinical fellow, intern, or student or a participant in a co-operative or other training program
- A leased employee
- A visiting staff member
- A staff member represented by a collective bargaining unit unless your collective bargaining agreement provides for participation in the 401(a) Plan, or
- Employed under a contract which provides that you are not eligible to participate in the 401(a) Plan.

3. When do I begin participating in the 401(a) Plan?

As an eligible staff member, you will automatically begin participating in the 401(a) Plan on the date you meet the 401(a) Plan's eligibility requirements (see the question *Who is eligible to participate in the 401(a) Plan?* in the section *Eligibility*). A 401(a) Plan account will be set up in your name at Fidelity and your core contributions will be invested in the default investment option at Fidelity until you make your own investment elections. Refer to the section *Investment Options* to learn how you can redirect the investment of your core contributions to different investment options at Fidelity and to TIAA.

When you begin participating in the 401(a) Plan and make your investment elections, you will also need to name your beneficiary directly with the vendor(s) with whom you are investing your contributions.

4. When will I begin receiving matching contributions on my 403(b) Plan contributions?

If you are making contributions to the 403(b) Plan, DFCI will begin crediting matching contributions to the 401(a) Plan on your behalf following the first payroll period in which you meet the one year eligibility requirement for the 401(a) Plan.

5. Why is it important to name a beneficiary when I join the 401(a) Plan?

When you name a beneficiary, you choose someone to receive your retirement benefit in the event of your death. You may name any one or more individuals as your beneficiary and you may change your beneficiary at any time. However, under current law, if you are married and do not wish to name your spouse as a beneficiary of at least 50% of your benefit, you must obtain your spouse's written consent to your beneficiary designation, witnessed by a notary public.

If you do not elect a beneficiary and you die, your benefit will be paid to your spouse (if you are married) or to your estate (if you are not married).

6. May I change my beneficiary?

You may change your beneficiary at any time, subject to spousal consent as required by law. Beneficiary designations are maintained by the vendors, so please call the vendor(s) you invest your core and/or matching contributions with to designate or change your beneficiaries. (See the section *Payment Options* for more about spousal consent.)

7. How is eligibility service determined?

You join the 401(a) Plan after you are an eligible staff member who has completed one year of eligibility service. A year of service for this purpose is defined as 1,000 hours of service in the 12-consecutive-month period that starts with your employment date. If you do not complete 1,000 hours of service during that initial period, you will join the 401(a) Plan after you complete 1,000 hours of service during any full calendar year following your employment date.

8. How is vesting service determined?

You will be vested in the 401(a) Plan after you complete three years of vesting service. You will be credited with one year of vesting service during any calendar year in which you complete at least 1,000 hours of service. Prior to January 1, 2007, you were credited with one year of service for the 12-month period beginning on your employment date and on each anniversary of that date, through the 12-month period ending in 2007, in which you completed one or more hours of service.

9. What does vesting mean?

Vesting means your ownership of your accounts. For example, 100% vesting in your accounts means that you will receive 100% of your accounts if you terminate employment for any reason. Once you are vested, you will be entitled to the value of your core and matching contribution accounts when you leave. Note that you are always fully vested in any contributions you make to the 403(b) Plan.

Regardless of your years of service, you (or your beneficiary) will be fully vested in your benefit if you work at DFCI until you reach age 65, become totally and permanently disabled, or die while employed at DFCI.

10. How is an hour of service defined?

The 401(a) Plan uses “hours of service” to determine your eligibility and vesting service. An hour of service is any hour for which you are directly or indirectly compensated, including sick pay, pay for vacation, holidays and other time you were paid even though you were not actively at work. You also earn service during periods of disability (see *What happens if I become disabled?* in the *Receiving Payment* section) and military duty, as required by applicable law. You are eligible to earn service until the date you quit, retire, are discharged or die.

You stop earning service when you have a break-in-service (see the question *What is a break-in-service?* in this section).

If you transferred from Howard Hughes Medical Institute or under the Joint Venture Agreement with Partners Healthcare, Brigham & Women's Hospital or Massachusetts General Hospital per the agreement of June 28, 1996, your prior service may be included in determining your eligibility and vesting for the 401(a) Plan.

11. What is a break-in-service?

A break-in-service is any period of time that you are away from DFCI and, for 401(a) Plan purposes, you are not being credited with service. You do not receive 401(a) Plan contributions from DFCI during breaks-in-service.

For eligibility purposes, you will have a break-in-service if you complete less than 501 hours of service during any calendar year that begins after your employment date.

For vesting purposes, you have a break-in-service if you are credited with less than 501 hours of service during the calendar year beginning January 1, 2007 or in any subsequent calendar year. Prior to January 1, 2007, you had a break-in-service if you were credited with less than one hour of service during the 12-month period beginning on your employment date and on each anniversary of that date, through the 12-month period ending in 2007.

If you are on an approved leave of absence, you will be credited with up to 501 hours of service in the year in which the leave begins. If you return to work before you have a break-in-service, your service will be considered continuous. If you return to work at DFCI following a break-in-service, your prior service will be reinstated as described in the question *If I leave DFCI and I am rehired at a later date, will I receive credit for my earlier service?* in the section *Re-Employment*.

If you are on a leave of absence as provided under the Family and Medical Leave Act (FMLA), your time away from DFCI will not be considered a break-in-service. For more information on FMLA leaves, refer to the section *Additional Rights*. Also, if you go on military leave, your period of military service will not be considered a break-in-service. Refer to the section *Additional Rights* for more information about your participation in the 401(a) Plan when you are on a military leave of absence.

12. Who pays for the 401(a) Plan?

DFCI funds all core and matching contributions made to the 401(a) Plan on your behalf.

Each of the 401(a) Plan's investment options, offered through Fidelity and TIAA, have associated investment management fees. These fees are generally assessed as a percentage of the assets invested, and are deducted directly from your investment returns. A portion of these fees help to pay certain administrative costs related to the 401(a) Plan. In addition, DFCI pays certain administrative costs.

To obtain information about the investment management fees associated with the 401(a) Plan's investment options, contact Fidelity or TIAA.

13. How are core contributions made to the 401(a) Plan?

Once you meet the 401(a) Plan's eligibility requirements (see the question *Who is eligible to participate in the 401(a) Plan?* in the section *Eligibility*), DFCI automatically makes a core contribution each pay period to an account in the 401(a) Plan on your behalf. This contribution is based on a percent of your eligible pay for the pay period as specified in the 401(a) Plan formula (see the *Core Contributions* section for details).

14. How are matching contributions made to the 401(a) Plan?

Once you meet the 401(a) Plan's eligibility requirements (see the question *Who is eligible to participate in the 401(a) Plan?* in the section *Eligibility*), each pay period that you are contributing to the 403(b) Plan while in an eligible position, DFCI will make a matching contribution to the 401(a) Plan on your behalf (see the *Matching Contributions* section for details).

15. How much will DFCI contribute as a core contribution on my behalf?

DFCI's core contribution will be based on your job category (Group A or Group B), your age at current year end and your eligible pay.

16. Who is eligible for a Group A core contribution?

You are eligible for a Group A core contribution if you meet the 401(a) Plan's eligibility requirements (see the question *Who is eligible to participate in the 401(a) Plan?* in the section *Eligibility*) and do not hold one of the titles listed as eligible for a Group B contribution in the answer to the question *Who is eligible for a Group B contribution?*

17. What is the Group A core contribution?

The Group A core contribution you receive each year from DFCI is based on a percent of your eligible pay and your age as shown below subject to any limitations set by the federal tax code. DFCI uses your age as of December 31 of the current year to determine the core contribution percentage for which you are eligible each year. Refer to the question *How is "eligible pay" defined for DFCI's core and matching contributions?* below for information on what constitutes eligible pay for the 401(a) Plan.

If you are eligible for Group A and, as of December 31, you are...	DFCI's core contribution percentage	
	On eligible pay up to the Social Security Wage Base*	On eligible pay over the Social Security Wage Base and up to the federal pay cap limit*
Under age 40	4.5%	9.0%
Age 40 or over	5.0%	10.0%

* The Social Security Wage Base is \$128,400 for 2018. Under federal tax law, pay above \$275,000 in 2018 is not eligible for DFCI contributions. These amounts may be adjusted each year for inflation.

Example

For example, Pat will reach age 40 in September. This means he will be 40 as of December 31 of this calendar year, so his core contribution amount for the whole calendar year will be based on the “Age 40 or over” contribution level. Pat is eligible for a 5% Group A core contribution from DFCI. His eligible pay is currently \$3,000 per pay period, so DFCI will credit a Group A core contribution of \$150 ($\$3,000 \times 5\%$) to Pat’s 401(a) Plan account each pay period throughout the calendar year.

The 5% core contribution applies to cumulative eligible pay earned up to the Social Security Wage Base (\$128,400 for 2018). If and when Pat’s cumulative compensation for the calendar year exceeds the Social Security Wage Base, DFCI’s core contribution for the remainder of the year would increase to 10% of the eligible pay he earns for the remainder of the year, subject to contribution and compensation limitations set by the federal tax code.

18. Who is eligible for a Group B core contribution?

You are eligible for a Group B core contribution if you meet the 401(a) Plan’s eligibility requirements (see the question *Who is eligible to participate in the 401(a) Plan?* in the section *Eligibility*) and hold one of the following titles:

- Assistant Professor
- Associate Professor
- Member of Executive Management Group
- Member of the Faculty
- Institute Scientist
- Category 1 Instructor
- Category 5 Instructor
- Principal Research Scientist – HSPH
- Principal Scientist
- Professor
- Research Associate- HSPH
- Research Scientist-HSPH
- Senior Research Scientist – HSPH
- Senior Lecturer
- Certain other titles as noted in plan document

19. How much will DFCI contribute to my 401(a) Plan account if I am eligible for a Group B core contribution?

The Group B core contribution you receive from DFCI each year is based on a percent of your eligible pay and your age as shown below subject to any limitations set by the federal tax code. DFCI uses your age as of December 31 of the current

year to determine the core contribution percentage for which you are eligible each year.

If you are eligible for Group B and, as of December 31, you are...	DFCI's core contribution percentage	
	On eligible pay up to the Social Security Wage Base*	On eligible pay over the Social Security Wage Base and up to the federal pay cap limit*
Under age 40	6.0%	11.0%
Age 40 or over	10.0%	15.0%

* The Social Security Wage Base is \$128,400 for 2018. Under federal tax law, pay above \$275,000 in 2018 is not eligible for DFCI contributions. These amounts may be adjusted each year for inflation.

Example

Jane is 50 years old as of December 31 and is eligible for a 10% Group B core contribution from DFCI at the beginning of the calendar year. Jane is paid monthly with an eligible pay of \$10,000 per pay period. This means DFCI will make a Group B core contribution of \$1,000 (\$10,000 x 10%) to Jane's 401(a) Plan account each pay period.

The 10% core contribution applies to cumulative eligible pay earned up to the Social Security Wage Base (\$128,400 for 2018). If and when Jane's cumulative compensation for the calendar year exceeds the Social Security Wage Base, DFCI's core contribution for the remainder of the year would increase to 15% of eligible pay earned during the remainder of the year, subject to contribution and compensation limitations set by the federal tax code.

20. What is the Social Security Wage Base? Why are contributions higher for earnings over the Social Security Wage Base?

The Social Security Wage Base is the maximum amount of pay that is used to determine Social Security benefits and is subject to Social Security taxes. Social Security benefits are not paid on earnings over the Social Security Wage Base. The Social Security Wage Base for 2018 is \$128,400; it may increase annually for inflation.

Because earnings above the Social Security Wage Base are not used in determining a person's Social Security benefit, DFCI makes a higher core contribution percentage for eligible pay over the Social Security Wage Base to help make up for the limited Social Security income. Look at the example with Jane in the question *How much*

will DFCI contribute to my 401(a) Plan account if I am eligible for a Group B core contribution? If and when Jane's calendar year eligible pay reaches the Social Security Wage Base, she no longer is credited with additional earnings for purposes of determining her future Social Security benefits. As a result, once she reaches the Social Security Wage Base limit, DFCI's core contribution under the 401(a) Plan increases to 15% of eligible pay per pay period.

21. How is "eligible pay" defined for DFCI's core and matching contributions?

DFCI's core and matching contributions are based on your eligible pay. For the 401(a) Plan, eligible pay is your regular salary including any pre-tax contributions you make to certain plans (e.g., medical or dental premiums, flexible spending accounts, the 403(b) Plan, non-qualified deferred compensation under the 457(b) plan and qualified transportation fringe benefits) plus shift differentials, sick pay, vacation pay, holiday pay and overtime. It does not include bonuses, awards, prizes, honoraria, imputed income, severance pay, stipends or any other special pay.

The IRS limits the amount of your eligible pay used in calculating 401(a) Plan benefits and contributions. Eligible pay is capped at the IRS maximum compensation limit which is \$275,000 for 2018. This amount may be adjusted each year for inflation.

22. How much will DFCI contribute in matching contributions?

After you have meet the 401(a) Plan's eligibility requirements (see the question *Who is eligible to participate in the 401(a) Plan?* in the section *Eligibility*), when you contribute to the 403(b) Plan while in an eligible position, DFCI will begin matching your contributions to the 403(b) Plan by making a contribution to the 401(a) Plan. Each payroll period, DFCI will match up to 50% of the first 3% of pay you contribute. DFCI will credit matching contributions to your 401(a) Plan account.

Determining DFCI's matching contribution amount	
If you contribute this much of your eligible pay to the 403(b) Plan:	DFCI will make a matching contribution to the 401(a) Plan on your behalf equal to this much of your eligible pay each payroll period:
1%	0.5%
2%	1%
3% or more	1.5%

For example, if your eligible pay for the pay period is \$3,000 and you contribute 3% (\$90) to the 403(b) Plan, DFCI will make a matching contribution of \$45 (\$90 x 50%) to the 401(a) Plan on your behalf.

The matching contribution you receive from DFCI has no effect on the core contribution you receive from DFCI. You receive your core contribution to the 401(a) Plan whether or not you contribute to the 403(b) Plan.

And remember, your contributions to the 403(b) Plan are made on a pre-tax basis, so you pay less in current taxes by contributing to the 403(b) Plan.

23. Does the 401(a) Plan allow rollover contributions?

No. Effective April 1, 2012, the 401(a) Plan no longer allowed rollover contributions. If you had previously rolled over money to the 401(a) Plan it will remain in the 401(a) Plan until you elect to have it paid out to you under plan rules.

You may make a rollover contribution to the 403(b) Plan if you participated in another employer's tax-qualified plan. You may roll over an eligible distribution of pre-tax money paid from the other plan (not including any hardship distributions you receive) into the 403(b) Plan with the approval of the Plan Administrator.

When you terminate employment with DFCI, you may, in most cases, roll over the value of your core and matching contribution accounts into another employer's plan or an individual retirement account (IRA). If, however, you receive the value of your core and matching contribution accounts in a series of substantially equal periodic payments over your lifetime or for a specified period of 10 or more years or because you have reached age 70½, your distribution may not be rolled over.

24. How will my 401(a) Plan account be invested?

When you first begin participating in the 401(a) Plan, DFCI will set up an account in your name at Fidelity. Initially, your core contributions and any matching contributions made on your behalf will automatically be deposited in a default investment option with Fidelity (see the question *What are the default investment options?* in this section) unless and until you make an investment election.

You control the investment of your 401(a) Plan account and have the option to change these initial elections. You can invest your account among any of the investment options available through Fidelity and/or TIAA.

Your 401(a) Plan account balance and any future contributions will remain invested in the default investment option with Fidelity until you make an active investment election.

25. What are my investment options?

You decide how the balance in your accounts is invested and may choose to invest your 401(a) account balance in a variety of professionally managed investment options offered through TIAA or Fidelity. If you fail to make an investment election, your 401(a) account balance will be invested in an investment option(s) designated by DFCI. You may access a list of the 401(a) Plan's available investment options and their performance through *DFCI Online*, our intranet. Each investment option offers a different level of risk and potential for growth.

You may contact the vendors online, by telephone or by mail to make investment elections or to learn more about your options.

Vendor Contact Information			
Vendor	Online	Telephone	Address
TIAA	www.tiaa.org/dfci	1-800-842-2776	730 Third Ave. New York, NY 10017
Fidelity	www.mysavingsatwork.com/atwork/danafarber.htm	1-800-343-0860	90 Salem St. OT1E1 Smithfield, RI 02917

You may request any of the following information from the vendors:

- Descriptions of annual operating expenses
- Fund prospectuses
- Financial statements
- Breakdowns of investment portfolios
- Investment performance data, and
- Information on the value of shares or units of an investment option.

The 401(a) Plan is intended to comply with section 404(c) of the Employee Retirement Income Security Act of 1974 (“ERISA”) and Section 2550.404c 1 of the Code of Federal Regulations. Since you have the ability to direct the investment of your accounts among a number of diversified investment funds, the plan fiduciaries are not responsible for losses you may incur due to your control of investment decisions (for example, liability for the performance of a particular investment fund in which you elect to invest). At your request, the Plan Administrator will provide you with a description of the annual operating expenses of each investment fund under the 401(a) Plan and the aggregate amount of such expenses, copies of any prospectuses or financial reports relating to the investment funds to the extent such information is provided to the 401(a) Plan, a list of the assets comprising each investment fund, the value of shares or units in each fund, the investment performance (past and current) of each fund, and any other information required under section 404(c) of ERISA. The information provided to you about your investment options is to assure you are able to make informed investment decisions.

26. What are the default investment options?

When you first begin participating in the 401(a) Plan, DFCI will set up your 401(a) Plan account at Fidelity and core contributions and any matching contributions made on your behalf will be invested in the default investment option with Fidelity. The default investment option with Fidelity is the Fidelity Freedom K[®] Fund with a target retirement date closest to the year you will reach age 65. The Fidelity Freedom K[®] Funds are designed for individuals expecting to retire in (or near) the year named in the fund and offer diversified portfolios of actively managed Fidelity funds. The contributions in your Plan account will remain invested in that default investment option until you make an actual investment election.

You have the option to redirect your core contributions and matching contributions to TIAA by accessing PeopleSoft and changing your vendor allocation. If you direct your future contributions to TIAA but do not set up your TIAA account and/or you

set up your TIAA account but do not make an investment election to indicate the TIAA investment option in which you want to invest, your money will be invested in a default investment option with TIAA. The TIAA default investment option is the TIAA Lifecycle Fund with a target retirement date closest to the year you will reach age 65. The contributions you have directed to be invested with TIAA will remain invested in that default investment option until you make an actual investment election. If you need assistance accessing PeopleSoft, please contact Human Resources at 1-617-632-3052.

27. How can I divide up my investments?

You can divide your investments among as many of the available investment options as you like. You should decide which combination of available investments will best meet your needs. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

You should review the prospectuses of any investment before you invest, and should consult your financial adviser to determine the appropriate mix of investments for your individual needs. It is also important to periodically review your portfolio, your objectives, and the investment options under the 401(a) Plan, to help ensure that your retirement savings will meet your retirement goals. In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the 401(a) Plan.

No matter how you decide to invest, you won't pay taxes on your investment earnings until you receive the money from the 401(a) Plan.

28. How do I make investment elections for my 401(a) Plan account?

Your investment elections determine how the core contributions and matching contributions (and any prior rollover contributions) made to your account will be invested among the available investment options. You may change your investment

elections at any time through the Fidelity or TIAA websites or by phone. You can reach Fidelity at 1-800-343-0860 and TIAA at 1-800-842-2776.

When you first participate in the 401(a) Plan, your account will initially be set up at Fidelity and core and matching contributions will be initially directed to the default investment option with Fidelity. If you want to change those initial investment elections, log on to the Fidelity website at

www.mysavingsatwork.com/atwork/danafarber.htm to access your 401(a) Plan account.

If you want to direct future core and matching contributions to other investment options offered through Fidelity, you can enter your new investment elections using the Fidelity website or by calling Fidelity at 1-800-343-0860.

If you want to direct future core and matching contributions to investment options offered through TIAA, follow the steps below:

- First, you must access PeopleSoft and change your vendor allocation to indicate to DFCI that you want all or a portion of your future core and matching contributions to be directed to TIAA. If you need assistance accessing PeopleSoft, please contact Human Resources at 1-617-632-3052.
- Next, access the TIAA website to set up your account and enter your investment elections. You may also reach TIAA at 1-800-842-2776.

The investment elections you make with Fidelity and/or with TIAA will apply to the 401(a) Plan core and matching contributions that DFCI makes on your behalf. **You must make separate investment elections for your 403(b) Plan account balance that apply to the money you have contributed to that plan.**

29. Can I transfer money among investment options?

Yes. You may change your choice of investments for future contributions or redistribute money from one investment fund to another. All changes in the investment of your accounts must be in increments determined by your Plan Administrator.

If you want to transfer all or a portion of your existing 401(a) Plan account balance from one investment option offered through Fidelity to another investment option offered through Fidelity, you can make the change using Fidelity's website or by calling Fidelity at 1-800-343-0860.

If you want to transfer all or a portion of your existing 401(a) Plan account balance from one investment option offered through TIAA to another investment option offered through TIAA, you can make the change using TIAA's website or by calling TIAA at 1-800-842-2776.

30. Can I transfer money between Fidelity and TIAA?

Yes. If you want to transfer all or a portion of your existing 401(a) Plan account balance from an investment option offered through TIAA to an investment option offered through Fidelity or vice versa, contact the vendor to which you want to direct the transfer. You can contact the vendor via phone to review the process or print the instructions and paperwork from the vendor's website.

31. Do I pay taxes on contributions or my investment earnings?

DFCI's core and matching contributions for each pay period and any investment earnings are tax-deferred in the 401(a) Plan. You pay no federal or state income taxes until you withdraw your money. For more information on taxes, see the section *Taxes*.

32. How can I track my balance?

You can view your account information and balances online at any time through the vendors' websites.

Each quarter, you will receive a statement from your vendor(s) showing the current value of your accounts in the 401(a) Plan. If you have signed up for electronic delivery, your statements will be delivered by email. Your statement will show DFCI's core and matching contributions made on your behalf, any investment earnings or losses and any investment transfers or distributions made during the prior quarter.

33. When can I receive the value of my 401(a) Plan account?

Once you are a vested participant, you are entitled to the value of your core and matching contributions when you terminate employment with DFCI (but not when you change status), become totally and permanently disabled or retire. If you die, your beneficiary will be entitled to receive the value of your 401(a) Plan account.

34. What happens to my 401(a) Plan account if I leave DFCI?

If you terminate employment with DFCI after you are vested, DFCI's core and matching contributions will stop when your employment ends (see the question *How is vesting service determined?* in the section *Service* for information about vesting). At that time, you can decide to take the value of your core and matching contribution accounts with you (either in cash, or by rolling the money over to an individual retirement account or another employer's qualified plan) or leave it in the 401(a) Plan. If you decide to leave your money in the 401(a) Plan when you stop working, you must begin receiving it by the April 1 following the year you reach age 70½. There are penalties imposed by the federal tax code if these distributions do not begin as required. You may choose to receive your money before that time.

If you leave your money in the 401(a) Plan, you may continue to invest it in any of the available investment options, earning tax-deferred investment income until you receive payment.

Please note, if you receive money from the 401(a) Plan before age 59½, you may have to pay additional taxes (see the section *Taxes* for more information).

If you terminate employment with DFCI before you are vested, you will forfeit the value of your core and matching contribution accounts.

35. What happens if I become disabled?

Regardless of your age or your years of service, you will be vested in the value of your core and matching contribution accounts if you become disabled while working at DFCI. For purposes of the 401(a) Plan, you are considered disabled if you are eligible for disability benefits from Social Security or from the Dana-Farber Long-Term Disability Plan. Under the 401(a) Plan, your disability will be considered to end when you cease to be eligible for those benefits.

During your disability, DFCI will continue making core contributions to the 401(a) Plan on your behalf based on your earnings during the most recent payroll period.

- If you are paid weekly, the contributions will be based on your earnings for the most recent four pay periods.
- If you are paid monthly, the contributions will be based on your earnings for the most recent monthly pay period.
- If you are considered a highly compensated employee under IRS rules, the contributions will be based on the amount of your taxable long-term disability benefits.

These contributions can continue until you reach the 401(a) Plan's normal retirement age, age 65, or until your recovery date, if earlier. You will not receive any matching contributions from DFCI during your disability.

If you remain disabled, retirement benefits would begin when you reach your normal retirement date unless you elect to defer payments until a later time, but no later than the April 1 following the year you reach age 70½. During your disability, you may receive a distribution of the value of your core and matching contribution accounts. You may choose a lump sum distribution, partial lump sum payments or any other form of payment available under the 401(a) Plan (subject to spousal consent if you are married). If you choose to receive a lump sum distribution from the 401(a) Plan, DFCI will still continue making core contributions on your behalf until you reach age 65 or are no longer disabled, if earlier.

36. What happens if I later recover?

If you recover and return to active employment at DFCI, you will continue participating in the 401(a) Plan and contributions will again be based on your actual earnings upon your return.

If you recover and do not return to work, all contributions will stop and you will not be credited with any more service under the 401(a) Plan. You can choose to receive your 401(a) Plan benefit regardless of age or defer it as described in the section *Receiving Payment*.

37. What happens if I die?

You will be vested in the value of your core and matching contribution accounts regardless of your age or years of service if you die while working at DFCI. Your money will be paid to your beneficiary. Generally, your beneficiary will receive a lump sum payment from the 401(a) Plan. However, your beneficiary may elect a life annuity or another form of payment instead, as offered by the annuity contract or vendor.

If your sole beneficiary is your spouse, he or she can elect to receive benefits as soon as administratively possible after your death or to defer benefits to any time until the December 31 of the year in which you would have reached age 70½, if later. If your spouse is not your sole beneficiary, benefits will be paid out as soon as administratively possible once Human Resources has been notified of your death, but no later than the end of the year following the year in which your death occurred. If you have not named a beneficiary and you are single, your benefit will be paid to your estate within five years of your death, once Human Resources has been notified of your death.

If you are vested and you die after leaving DFCI but before receiving the value of your core and matching contribution accounts, your beneficiary will receive the value of your core and matching contribution accounts (adjusted for any earnings or losses) after your death. If you have no beneficiary designation on file, your benefit will be paid to your spouse if you were married at the time of death or to your estate if you were single.

38. Are death benefits paid if I die after retiring?

If you die after you elect an optional form of payment that provides benefits after your death, benefits will be paid according to the form of payment you elected. If you have not elected a form of payment that provides continuing benefits after your death, no further benefits will be payable to your beneficiary from the 401(a) Plan.

39. What are my payment options from the 401(a) Plan?

Generally, the value of your core and matching contribution accounts will be paid as a lump sum. However, other forms of payment (e.g., partial lump sum payments, a life annuity, a joint and survivor annuity, systematic withdrawals) may also be available through the individual vendor. The 50% joint and survivor annuity is the standard form of payment for married participants if provided by the individual vendor. If you are married, you must obtain spousal consent to elect a form of payment that provides less than a 50% joint and survivor annuity to your spouse.

In general, a life annuity can provide you with monthly benefits during your lifetime. At your death, all payments stop. With a joint and survivor annuity, you receive reduced monthly payments for your lifetime and after your death, a portion of your benefit, based on the percentage you elect, continues to your beneficiary for his or her lifetime. With systematic withdrawals, you set up a schedule with your vendor over which time you withdraw money from the value of your core and matching contribution accounts.

You will receive more information on available payment options from the vendor(s) when it's time to make your benefit decisions.

40. If I leave DFCI and I am rehired at a later date, will I receive credit for my earlier service?

If you were a participant in the 401(a) Plan when you left, you will automatically become a participant on your date of rehire if you are then eligible. Your service both before and after your re-employment date will be used to determine your vesting.

If you were not vested when you left DFCI and you have a break-in-service of less than five years, the value of your core and matching contribution accounts attributable to your prior participation will be reinstated. If your break-in-service was for five years or longer and you were not vested, your prior account balance will not be reinstated, but your combined service (both before and after your re-employment date) will be used to determine your vesting in any core and matching contributions made after your re-employment date.

If you were not a participant when you left, you will become a participant when you meet the eligibility requirements (see the question *How is eligibility service determined?* in the *Service* section). Your service both before and after your re-employment date will be used to determine your eligibility.

41. How will my 401(a) Plan benefit be taxed?

Any benefits you receive from the 401(a) Plan are subject to federal income taxes. Your benefits may be subject to state and local income taxes as well.

If you elect a lump sum distribution, the 401(a) Plan is required to withhold federal income taxes equal to 20% of the taxable portion of your payment as well as any applicable state and local taxes, unless you roll over your distribution directly into a traditional IRA or to another qualified plan. Distributions paid before you reach age 59½ may be subject to an additional 10% early payment penalty tax. There are some exceptions. For example, the 10% penalty tax does not apply to:

- A lump sum payment that you roll over into a tax-deferred investment option such as an IRA or the qualified plan of another employer, within 60 days of receiving it
- Annuity payments that are paid because you are retiring after attaining age 55
- Annuity payments that are paid because you retire due to disability
- Annuity payments that are paid to an alternate payee under a Qualified Domestic Relations Order (QDRO), or
- Annuity payments to your beneficiary on account of your death.

Note: You are responsible for complying with applicable federal, state and local tax laws and regulations when you receive the distribution. The rules on the taxation of payments from the 401(a) Plan are complex and contain a variety of exceptions and special provisions. The explanations of taxation and withholding here and elsewhere in this summary plan description do not include all exceptions and special provisions. Because the tax laws are complicated and change from time to time, you should consult with a tax advisor at the time of your distribution to determine what laws and rules apply and to discuss the techniques you may employ to defer or minimize taxes. DFCI and 401(a) Plan fiduciaries (and their representatives) do not guarantee, and do not have any responsibility for, the tax, legal, or other implications of your participation in the 401(a) Plan.

42. When is my normal retirement date?

Normal retirement date under the 401(a) Plan is the first day of the month on or after the date you reach age 65. You become fully vested in your 401(a) Plan benefit if you are working at DFCI on your normal retirement date, regardless of your years of service.

43. May I retire early?

Yes. You may retire and receive the value of your accounts without paying a 10% tax penalty as early as age 55 — as long as you are fully vested in your accounts. DFCI's core and matching contributions will stop as of your early retirement date. If you elect to receive the money in your accounts, it will be paid out to you as soon as administratively possible. Or, you can elect to defer receiving the value of your core and matching contribution accounts to any time until the April 1 after the year you reach age 70½. If you leave the money in the 401(a) Plan, you may continue to invest it in any of the available investment options, earning tax-deferred investment income until withdrawal.

If you retire before age 55 and are vested in the 401(a) Plan, you can receive the value of your accounts but it may be subject to a 10% penalty in addition to regular income tax. (See the section *Taxes*.)

44. What happens if I continue working after my normal retirement date?

DFCI will continue making core contributions to the 401(a) Plan on your behalf for each pay period that you are still working at DFCI and matching contributions to the 401(a) Plan for each pay period that you are contributing to the 403(b) Plan as long as you are in an eligible position. You will continue to defer paying taxes on the core and matching contributions until you withdraw them from the 401(a) Plan. Your benefit will be deferred until you actually retire.

45. How do I apply for my benefit?

To receive a distribution, contact the vendor with whom you have invested (TIAA and/or Fidelity) either over the phone or via their website. You will be provided with the retirement forms you need to complete. These forms will describe your benefit options in more detail along with the election procedures and timing requirements you must follow to request your benefit payment.

Once you have completed the retirement forms (with notarized spousal consent, if you are married and the consent is required due to the form of payment you are electing), send your completed paperwork to the appropriate vendor for processing. See question #39 for more information on spousal consent requirements).

46. What if I need to file a claim regarding my right to benefits under the 401(a) Plan?

If you have any questions about the 401(a) Plan or if you wish to make a claim for benefits, you should contact the Plan Administrator (see the question *Who administers the 401(a) Plan?* in the section *Administration*). In determining claims for benefits, the Plan Administrator has the authority and discretion to interpret the Plan and to resolve ambiguities therein, to make factual determinations, and to resolve questions relating to eligibility for, and the amount of, benefits. All interpretations and determinations made by the Plan Administrator are conclusive, final and binding. Benefits will be paid only if the Plan Administrator determines, in its discretion, that a participant or beneficiary is entitled to them.

The 401(a) Plan does not consider routine requests for information a claim for benefits under ERISA. However, when you (or your beneficiary) are eligible for benefits under the 401(a) Plan, you should contact Human Resources. All decisions and communications relating to claims by participants, denials of claims or claims appeals shall be held strictly confidential by the participant, his beneficiaries (or other claimants), the Plan Administrator, DFCI, and their agents during and at all times after the participant's claim has been submitted in accordance with the claim procedures for the 401(a) Plan.

If Your Benefit Request Is Denied

If you make a claim for benefits under the 401(a) Plan and all or part of it is denied, the Plan Administrator will notify you of the reasons for the denial within a reasonable period of time, but not later than 90 days after receiving the claim. In special circumstances the 401(a) Plan may require up to 180 days to make a decision. In this case, you will receive a notice before the end of the original 90-day period that explains the special circumstances involved and the date by which the 401(a) Plan expects to make its decision.

If your claim is denied, you will receive a written or electronic notice that:

- States the specific reason(s) for the denial
- Refers to the specific 401(a) Plan provisions on which the decision was based
- Describes any additional material or information you may need to furnish to complete the claim and the reason why this material or information is needed, and
- Describes the 401(a) Plan's review or appeal procedures including the

applicable deadlines and a statement of your right to bring a civil action in federal court under ERISA if the appeal of your denied claim is also denied after it has been reviewed.

If you have any questions about a denied claim, you should contact the Plan Administrator.

Appealing a Denied Claim

You or your authorized representative may appeal a denied claim following the appeal procedures outlined below:

1. Within 60 days of receiving the notice of your claim denial, you may appeal that denial by filing with the Plan Administrator a written request for the review of your claim.
2. Upon receipt of your appeal, the Plan Administrator or other plan fiduciary will conduct a full and fair review of your claim. This plan fiduciary will have had no role in the initial claim denial and the review will be an independent one without giving the original denial any special consideration.
3. You have the right to submit written comments, documents, records and other information relating to your claim. You will also have the right to request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your benefit claim.

For this purpose, a document, record or other information is treated as “relevant” to your claim if it:

- (i) was relied upon in making the original benefit determination
 - (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record or other information was relied upon in making the benefit determination, and
 - (iii) demonstrates compliance with the administrative processes and safeguards required in making the benefit determination.
4. The review will take into account all comments, documents, records and other information submitted by you relating to the claim, regardless of whether such information was submitted or considered in the initial benefit determination.

Within 60 days after your written appeal is received by the Plan Administrator you will be given a notice of the decision with respect to your appeal based on the facts and the pertinent provisions of the 401(a) Plan. If special circumstances require an extension of time for reviewing the claim, the Plan Administrator will provide you with written or electronic notice of the extension prior to the end of the initial 60-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the 401(a) Plan expects to make its decision.

The Plan Administrator may take an additional 60 days to review your claim, or a total of 120 days from the day your appeal was received.

The notice of the decision on your appeal will be written or electronic and shall include the following information:

- The specific reasons for the decision
- The specific plan provisions on which the decision was made
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to your claim
- A statement describing any voluntary appeal procedures offered by the 401(a) Plan and your right to obtain the information about such procedures, and
- Your right to bring a civil action under ERISA in federal court.

If the Plan Administrator fails to follow the claims appeals procedures as outlined above, you will have the right to bring a civil action in federal court.

You must use and exhaust the 401(a) Plan's administrative claims and appeals procedure before bringing a suit in either state or federal court. Similarly, failure to follow the 401(a) Plan's prescribed procedures in a timely manner will also cause you to lose your right to sue regarding an adverse benefit determination. After exhaustion of the 401(a) Plan's claims and appeals procedures, any further legal action taken against the 401(a) Plan, the DFCI, or any of the other 401(a) Plan fiduciaries, if any, must be filed in a court of law by the earlier of (a) 90 days after the Plan Administrator's final decision regarding the claim, (b) within 3 years of the date that you (or your beneficiary) submit your authorization to commence payment of your 401(a) Plan benefits, or (c) the statutory deadline for filing a claim or lawsuit with respect to the 401(a) Plan benefits at issue in the judicial proceeding as determined by applying the most analogous state of limitations for the Commonwealth of Massachusetts.

Your Right to Benefits

401(a) Plan benefits are intended only for you and your spouse or other beneficiary. Benefits cannot be assigned, sold, transferred or pledged by you, or be attached or seized by any creditors, except under limited circumstances. However, the law does permit the assignment of all or a portion of your interest in the 401(a) Plan to your former spouse or children as part of a Qualified Domestic Relations Order.

47. Are there any reasons why 401(a) Plan benefits may not be paid?

Yes. Under certain circumstances, 401(a) Plan benefits may be denied or reduced from those described in this booklet. For instance:

- If you stop working at DFCI before age 65, for any reason other than disability or death, before you have completed your vesting period, you will not be entitled to a benefit from the 401(a) Plan.
- If you do not contribute to the 403(b) Plan, you will not receive matching contributions from DFCI.
- If you do not apply for benefits or fail to provide information requested by DFCI, benefits could be delayed.
- If the investment options you choose experience losses, the value of the contributions you have been credited with can decrease.
- The Internal Revenue Code limits the compensation that can be considered under the 401(a) Plan. For example, in 2018 pay above \$275,000 is not eligible for DFCI contributions under federal law.
- The 401(a) Plan may impose limits on the contributions allocated to certain highly paid employees under IRS rules. You will be notified if these limits affect your benefits.
- The Internal Revenue Code imposes limits on the maximum total contributions to the 401(a) Plan in any year on your behalf. If necessary, contributions to your account will be reduced to comply with these federal law limits.
- If required by a Qualified Domestic Relations Order (QDRO), your benefits may be assigned to someone other than you or your designated beneficiary to meet payments for child support, alimony or marital property rights. A QDRO is a legal judgment, decree or order that recognizes the rights of an alternate payee under the 401(a) Plan with respect to a child's or other dependent's support, alimony or marital property rights. DFCI is legally required to recognize valid QDROs.

If you become legally separated or divorced, a portion or all of your benefit under the 401(a) Plan may be assigned to someone else to satisfy a legal obligation you may have to a spouse, former spouse, child or other dependent.

There are specific requirements the court order must meet to be recognized by the Plan Administrator as a QDRO, and specific procedures regarding the amount and timing of payments. Participants and beneficiaries may obtain, without charge, a copy of the procedures governing QDRO determinations under the 401(a) Plan from the Plan Administrator by contacting Human Resources.

48. Is it possible to borrow from the 401(a) Plan?

No. You may not borrow from the 401(a) Plan nor pledge any part of it as security for a loan or otherwise transfer your rights.

49. Who administers the 401(a) Plan?

Dana-Farber Cancer Institute (DFCI) is the Plan Administrator. The Plan Administrator establishes rules and regulations for the administration of the 401(a) Plan and makes decisions about a staff or faculty member's right to a benefit under the 401(a) Plan. To contact the Plan Administrator, see the section *401(a) Plan Information* near the end of this booklet.

50. Is the 401(a) Plan subject to IRS approval?

The 401(a) Plan is intended to satisfy the applicable requirements of the Internal Revenue Code. The 401(a) Plan may change from time to time to comply with current IRS regulations or any changes in the Internal Revenue Code or any other applicable law. If any material changes are made to the 401(a) Plan, you will be notified.

51. Are taxes required to be withheld from the benefit I receive?

Yes. Taxes will be withheld on 401(a) Plan payments to the extent required by law. Not all distributions, however, are subject to withholding. (See the section *Taxes* for more information.)

52. Why is this information on how the 401(a) Plan is administered provided to me?

This information, along with the preceding summary of the 401(a) Plan, is provided to meet the disclosure requirements of a federal law called ERISA.

53. May the 401(a) Plan be amended or terminated?

Yes. It is DFCI's intent that the 401(a) Plan will continue indefinitely. However, DFCI reserves the right to amend, modify, suspend or terminate the 401(a) Plan, in whole or in part, in accordance with 401(a) Plan provisions. Plan amendment, modification, suspension or termination may be made for any reason and at any time and may, in certain circumstances, result in the reduction or elimination of benefits or other features of the 401(a) Plan to the extent allowed by law.

54. What happens if the 401(a) Plan is terminated?

If the 401(a) Plan is terminated, you will become fully vested in the value of your core and matching contribution accounts. You will receive advance notice of the termination. The exact form of payment may be set by law. If there is a choice, the Plan Administrator will decide the type and timing of payments.

55. Are benefits insured under the 401(a) Plan?

Benefits under the 401(a) Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) because the 401(a) Plan is a defined contribution plan that is not covered by Title IV of ERISA. The benefits you receive are based on the contributions made to your 401(a) Plan accounts and any investment gains and losses.

56. Are there any other provisions that could affect my benefit?

Top-Heavy Rules

Yes. Under a complicated set of IRS rules set out in the plan document, the 401(a) Plan may become “top-heavy.” A top-heavy plan is one where more than 60% of the contributions or benefits have been allocated to “key employees.” Key employees are generally certain officers and owners of DFCI. The Plan Administrator is responsible for determining whether a plan is a top-heavy plan each year. In the unlikely event that the 401(a) Plan becomes top-heavy in any year, non-key employees may be entitled to certain minimum benefits and special rules will apply. If the 401(a) Plan becomes top-heavy, the Plan Administrator will advise you of your rights under the top-heavy rules.

Plan Administration/Interpretation

To the extent permitted by law, the Plan Administrator has exclusive discretion to determine all matters relating to the 401(a) Plan, including (but not limited to) eligibility, coverage and benefit determinations. The Plan Administrator may delegate any of its duties and responsibilities to one or more persons or entities. Such delegation of authority must be in writing and must identify the delegate and the scope of the delegated responsibilities. Decisions by the Plan Administrator, or any authorized delegate, will be conclusive and legally binding on all parties.

Receiving Advice

DFCI cannot advise you regarding tax, investment or legal considerations relating to the 401(a) Plan. Therefore, if you have questions regarding benefit planning, you should seek advice from a personal advisor (e.g., legal counsel, a tax advisor, investment advisor).

Limitation on Assignment

Please keep in mind that your rights and benefits under the 401(a) Plan cannot be assigned, sold, transferred or pledged by you or reached by your creditors or anyone else except under limited circumstances (e.g., under a Qualified Domestic Relations Order).

As a participant in DFCI's 401(a) Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall 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, all documents governing the 401(a) Plan, including a copy of the latest annual report (Form 5500 Series) filed by the 401(a) 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 401(a) Plan, including 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 the 401(a) Plan's Summary Annual Report. The Plan Administrator is required by law to furnish each participant with a copy of this report with respect to plan years beginning on or after January 1, 2008.
- Obtain a statement telling you whether you have a right to a benefit at your normal retirement age (age 65) under the 401(a) Plan and if so, what your benefit would be at normal retirement age under the 401(a) Plan if you stop working now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is required to be given quarterly. The 401(a) Plan must provide the statement free of charge.

Prudent Action by Plan Fiduciaries

In addition to creating rights for 401(a) Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the benefit plan. The people who operate the 401(a) Plan, called "fiduciaries" of the 401(a) 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 benefit from the 401(a) Plan or exercising your rights under ERISA.

Enforce Your Rights

You may make a written claim for benefits with the Plan Administrator as described above. Routine requests for information regarding your benefits under the 401(a) Plan and other similar inquiries will not be considered benefit “claims” that require processing under ERISA or the 401(a) Plan’s claims procedures. If you wish to make a claim for plan benefits in accordance with your rights under ERISA, you must do so in writing to the Plan Administrator.

If your claim for a 401(a) Plan benefit is denied or ignored, in whole or in part, you have the 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 your rights. For instance, if you request a copy of 401(a) Plan documents or the latest annual report from the 401(a) 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 Administrator.

If your claim for benefits is denied or ignored, in whole or in part, you may file a suit in a state or federal court, but only after you have exhausted the 401(a) Plan’s claims and appeals procedures as described in the section *Claims Procedure*. In addition, if you disagree with the 401(a) Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court.

If it should happen that plan fiduciaries misuse the 401(a) 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.

Please remember that you may not file a lawsuit in federal court to enforce your rights until you have exercised, and exhausted, all administrative claim and appeal rights described in the 401(a) Plan and this summary plan description, and then, further legal action, if any, must be filed in a court of law by the earlier of (a) 90 days after the Plan Administrator’s final decision regarding the claim, (b) within 3 years of the date that you (or your beneficiary) submit your authorization to commence payment of your 401(a) Plan benefits, or (c) the statutory deadline for filing a claim or lawsuit with respect to the 401(a) Plan benefits at issue in the judicial proceeding as determined by applying the most analogous state of limitations for the Commonwealth of Massachusetts.

Assistance with Your Questions

If you have any questions about your 401(a) Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), 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 N.W., Washington, D.C. 20210.

You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-866-444-3272 or online at www.dol.gov/ebsa.

Your Rights If You Are on a Military Leave

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) guarantees certain rights to eligible individuals who enter military service. The terms “Uniformed Services” or “Military Service” mean the Armed Forces (i.e., Army, Navy, Air Force, Marine Corps, Coast Guard), the reserve components of the Armed Services, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

Upon reinstatement, you are entitled to the seniority, rights and benefits associated with the position held at the time your employment was interrupted, plus additional seniority, rights and benefits that would have been attained if your employment had not been interrupted. These rights include service credit under the 401(a) Plan for purposes of becoming vested. Such leave will not be considered a break in service.

If you die while performing qualified military service, your spouse or beneficiary will be entitled to any benefits (other than benefit accruals, if any, relating to the period of qualified military service) that would have been provided under the 401(a) Plan if you had been reemployed by DFCI and died while an employee.

If you think you may be eligible for these special rights under USERRA, contact Human Resources.

Your Rights under the Family and Medical Leave Act

Under the federal Family and Medical Leave Act (FMLA), if you meet eligible service requirements, you are entitled to take up to 12 weeks of leave for certain family and medical situations (or 26 weeks in a single 12-month period for military caregiver leave). An absence under the Family and Medical Leave Act will not constitute a break-in-service under the 401(a) Plan. Also, you will retain any service credit you have earned under the 401(a) Plan. When you return to work from an FMLA leave, you will be reinstated in the same job or in an “equivalent” job. An equivalent job has the same pay, benefits and other employment terms and conditions as the job you had before your leave started.

For more information on FMLA leaves, please contact the Leave Coordinator.

Name of the Plan

The Dana-Farber Cancer Institute Retirement Plan

Plan Sponsor

Dana-Farber Cancer Institute, Inc.

450 Brookline Ave.

Boston, Massachusetts 02215

1-617-632-3052

Employer Identification Number

04-2263040

Plan Number

003

Plan Administrator

Dana-Farber Cancer Institute, Inc.

450 Brookline Ave.

Boston, Massachusetts 02215

1-617-632-3052

Type of Plan

The 401(a) Plan is a qualified defined contribution plan under section 401(a) of the Internal Revenue Code, providing retirement benefits to participants and their beneficiaries. It is also covered under ERISA section 404(c) and it is considered a money purchase pension plan.

Plan Funding

The 401(a) Plan is funded by employer core contributions based on the 401(a) Plan's contribution formula as well as matching contributions made by DFCI based on the amount an eligible staff member contributes to the 403(b) Plan. Some participants may have made rollover contributions to the 401(a) Plan when they were allowed under plan rules. Contributions are held in a trust.

Plan Year

January 1 to December 31

Agent for Service of Legal Process

The Plan Administrator
Dana-Farber Cancer Institute, Inc.
450 Brookline Ave.
Boston, Massachusetts 02215

Legal process may also be served on the Plan Administrator or the trustees.

Trustees

Chief Financial Officer
Treasurer of the Board of Trustees
Director of Human Resources of the Institute

Dana-Farber Cancer Institute, Inc.
450 Brookline Ave.
Boston, Massachusetts 02215

Plan Documents

In accordance with the disclosure requirements of ERISA, this booklet serves as a summary plan description of the Dana-Farber Cancer Institute Retirement Plan (the “401(a) Plan”). As such, this information is only a summary of the 401(a) Plan; it does not replace the official plan documents which govern in all cases. Some additional features of the 401(a) Plan — particularly those that apply to very few staff or certain faculty members — are not included here.

The complete details of the 401(a) Plan are contained in the relevant plan documents which govern the rights and obligations of participants, beneficiaries, and DFCI under the 401(a) Plan. The 401(a) Plan documents will govern in the event of any questions or disputes involving the 401(a) Plan. If there is any discrepancy between the information in this summary and the plan document, the plan document will rule.

Copies of all documents filed with the U.S. Department of Labor, such as detailed annual reports, are available for review without charge at the following location during normal business hours:

Dana-Farber Cancer Institute, Inc.
450 Brookline Ave.
Boston, Massachusetts 02215

Upon written request to the above address, copies of these documents will be furnished to you within 30 days. There may be a charge to cover the cost of reproducing these documents.

Your Employment

Your eligibility or your right to benefits under the 401(a) Plan should not be interpreted as a guarantee of employment. DFCI's employment practices are made without regard to the benefits it offers as part of your total compensation.

Errors and Corrections

A misstatement or other mistake of fact shall be corrected when it becomes known, and the Plan Administrator shall make such adjustment as it considers equitable and practicable. For example, if a participant or beneficiary receives a payment from the 401(a) Plan that is greater than the payment that should have been made, or if a person receives an erroneous payment from the 401(a) Plan, DFCI has the right to recover the excess amount or erroneous payment from the participant, including any earnings thereon. In certain circumstances, the DFCI may deduct the amount of the excess or erroneous payment from the participant's or beneficiary's 401(a) Plan accounts. A 401(a) Plan administration error may be corrected using any appropriate correction method permitted under the Internal Revenue Service Employee Plans Compliance Resolution System (or any successor procedure), as determined by the Plan Administrator.

Benefits to Minors and Incompetents

If the Plan Administrator determines that you (or your beneficiary) are not capable of receiving benefit payments, it can direct payments to be made for your benefit to a person who is taking care of either of you.

This summary describes the main provisions of the 401(a) Plan in non-technical language. This is a summary of the most important provisions of the 401(a) Plan. Some features are not included here. The official plan document legally governs the operation and administration of the 401(a) Plan and contains all the details. If there is any discrepancy between the information in this summary and the plan document, the plan document will rule. If any questions arise that are not covered in this summary, the text of the official plan document will determine how questions will be resolved. To request a copy of the plan document, please contact the Human Resources Department at 1-617-632-3052.

To the fullest extent permitted by law, the Plan Administrator shall have the discretion to determine all matters relating to the interpretation and operation of the 401(a) Plan, including, without limitation, all matters relating to eligibility and benefits under the 401(a) Plan. Any determination by the Plan Administrator, or any authorized delegate, shall be final and binding on all persons, in the absence of clear and convincing evidence that the Plan Administrator or delegate acted arbitrarily or capriciously.