COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1436003B59

DATE: 01/08/2015

ORGANIZATION:

FILING REF.: The preceding

Missouri University of Science &

agreement was dated

Technology

03/17/2014

215 University Hall Columbia, MO 65211-3020

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I	: INDIRECT CO	ST RATES			
RATE TYPES:	FIXED	FINAL	PROV. (PROVISIONAL)	PRED.	(PREDETERMINED)
	EFFECTIVE P	ERIOD			
TYPE	FROM	TO	RATE(%) LOCATI	<u>on</u>	APPLICABLE TO
PRED.	07/01/2012	06/30/2013	51.50 On Cam	pus	Organized Research
PRED.	07/01/2013	06/30/2016	52.50 On Cam	pus	Organized Research
PRED.	07/01/2012	06/30/2016	44,00 On Cam	pus	Instruction
PRED.	07/01/2012	06/30/2016	34.00 On Cam	pus	Other Spon Act
PRED.	07/01/2012	06/30/2016	26.00 Off Ca	mpus	All Programs
PROV.	07/01/2016	Until Amended			Use same rates and conditions as those cited for fiscal year ending June 30, 2016.

*BASE

AGREEMENT DATE: 1/8/2015

Modified total direct costs, consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

AGREEMENT DATE: 1/8/2015

SECTION	I: FRINGE BE	NEFIT RATES**		
TYPE	FROM	TO	RATE(%) LOCATION	APPLICABLE TO
FIXED	7/1/2014	6/30/2015	28.59 All	All Employees
FIXED	7/1/2015	6/30/2016	25.04 All	All Employees
PROV.	7/1/2016	6/30/2018	25.04 All	All Employees

^{**} DESCRIPTION OF FRINGE BENEFITS RATE BASE: Salaries and wages.

AGREEMENT DATE: 1/8/2015

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. FICA is specifically identified to each employee and is charged individually as direct costs. The fringe benefits included in the rate(s) are listed in the Special Remarks Section of this agreement.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

OFF-CAMPUS DEFINITION: For all activities performed in facilities not owned by the institution and to which rent is directly allocated to the project(s), the off-campus rate will apply. Actual costs will be apportioned between oncampus and off-campus components. Each portion will bear the appropriate rate.

FRINGE BENEFITS:

Retirement
Disability Insurance
Tuition Remission
Worker's Compensation
Unemployment Insurance
Health Insurance
Life Insurance
Dental Insurance
Wellness Program

Equipment Definition - Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Your next Fringe Benefit cost proposal, based on actual costs for the fiscal year ending June 30, 2015, is due in our office by December 31, 2015. Additionally, your next facilities and Administrative cost rate proposal, based on actual costs for the fiscal year ending June 30, 2015, is due in our office by December 31, 2015.

AGREEMENT DATE: 1/8/2015

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to escablish the rates is not later found to be materially incomplete or inaccurate by the rederal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. PIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(a) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-21, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

OTHER:

If any Federal contract, grant or other agreement is reimburoing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

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BY THE INSTITUTION:	ON BEHALF OF THE FEDER	AL GOVERNMENT:	
Missouri University of Science & Technology	DEPARTMENT OF HEALTH AND HUMAN SERVICES		
(INSTITUTION)	Arif M. Karim	Crigitally skyled by self M. Kaden - 1	
(SIGNATORE)	(SIGNATURE)		
Brian Burnett	Arif Karim		
(NAME)	(NAME)		
Vice President For Finance & CFO, UM System	Director, Cost Alloca	tion Services	
(TITLE)	(TITLE)		
1/30/15	1/8/2019		
(DATE)	(DATE) 7091		
	HHS REPRESENTATIVE:	Tyra Tallie	
	Telephone:	(214) 767-3261	



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center Financial Management Portfolio Cost Allocation Services

1301 Young Street, Room 732 Dalias, TX 75202 PHONE: (214) 767-3261 FAX: (214) 767-3264 EMAIL: CAS-Dallas@psc.lihs.gov

January 8, 2015

Mr. Ryan Rapp Controller Missouri University of Science & Technology 215 University Hall Columbia, MO 65211-3020

Dear Mr. Rapp:

A copy of a facilities and administrative cost (F&A) and fringe benefit (FB) Rate Agreement are being faxed to you for your signature. This Agreement reflects an understanding reached between your organization and a member of my staff concerning the FB rates that may be used to support your claim for these indirect costs on grants and contracts with the Federal Government.

Please have the Agreement signed by an authorized representative of your organization and fax or email to me, retaining the copy for your files. Our fax number is (214) 767-3264 and email address is <u>CAS-Dallas@psc.hhs.gov</u>. We will reproduce and distribute the Agreement to the appropriate awarding organizations of the Federal Government for their use.

Requirements for adjustments to cost claimed under Federal Grants and Contracts resulting from this negotiation are dependent upon the type of rate contained in the negotiation agreement. Information relating to these requirements is enclosed.

In addition, the fixed fringe benefit cost rate(s) for the fiscal year ending June 30, 2015 are based on actual costs for the fiscal year ended June 30, 2013 and fixed fringe benefit cost rate(s) for the fiscal year ending June 30, 2016 are based on actual costs for the fiscal year ended June 30, 2014. The over-recovered (+) or under-recovered (-) amounts are listed below.

All Employees - Over/(Under) recovery (\$1,454,358) 2014/2016 \$516,084

The fixed rates for fiscal year ending 2013 and 2014 are considered final.

Mr. Ryan Rapp January 13, 2015 Page 2 of 2

A Fringe Benefit cost proposal, together with supporting information and the certified audit financial statement, is required each year. Thus, your next Fringe Benefit cost proposal based on actual costs for the fiscal year ending June 30, 2015 is due in our office by December 31, 2015. Your next facilities and administrative cost proposal based on actual cost for the fiscal year ending June 30, 2015 is due in our office by December 31, 2015.

Since this is an integral part of the Negotiation Agreement, please note your acceptance by signing in the space provided below.

Thank you for your cooperation.

Sincerely,

Arif M.

Karim -S

Arif Karim

Director Cost Allocation Services

Enclosures

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Missouri University of Science & Technology
(Institution)
A COLUMN TO THE STATE OF THE ST
(Signature)
Brien Burne ++
(Name)
Via President Br Finance & CFO, UM Systom
(Title)
1/30/15
(Date)