

Program Support Center Financial Management Portfolio Cost Allocation Services

90 7th Street, Suite 4-600 San Francisco, CA 94103-6705 PHONE: (415) 437-7820 EMAIL: <u>CAS-SF@psc.hhs.gov</u>

June 12, 2024

Jamie Moffitt, Vice President for Finance and Administration Chief Financial Officer University of Oregon 1283 University of Oregon Eugene, OR 97403

Dear Ms. Moffitt:

A copy of the indirect cost and fringe benefit rate agreement is being sent to you for signature. This agreement reflects an understanding reached between your organization and a member of my staff concerning the rate(s) that may be used to support your claim for F&A and fringe benefit costs on grants and contracts with the Federal Government.

In addition, both parties agree to the following over/under recoveries:

Over-recovery of \$2,555,181 applicable to Faculty/Staff A Over-recovery of \$1,267,811 applicable to Faculty/Staff B Over-recovery of \$156,367 applicable to Faculty/Staff C

Over-recovery of \$1,009,789 applicable to Classified Service

Over-recovery of \$1,262,375 applicable to Classified Skilled/Clerical

Over-recovery of \$825,030 applicable to Classified Technical

Over-recovery of \$25,619 applicable to Temps

Under-recovery of \$113,564 applicable to Students

These amounts are included in your fixed fringe benefit rates for the fiscal year ending 06/30/25 which are listed in the attached rate agreement.

Please indicate your concurrence by counter-signing this letter below and returning it to me.

Please have the agreement signed by an authorized representative of your organization and return within ten business days of receipt. The signed agreement should be sent to me by email, while retaining the copy for your files. Only when the signed agreement is returned, will we then reproduce and distribute the agreement to the appropriate awarding organizations of the Federal Government for their use. Jamie Moffitt, VP for Finance & Administration June 12, 2024 Page 2 of 2

A fringe benefit rate proposal, together with the required supporting information, must be submitted to this office for each fiscal year in which your organization claims fringe benefit costs under grants and contracts awarded by the Federal Government. Therefore, your next fringe benefit rate proposal based on actual costs for the fiscal year ending 06/30/24 is due in our office by 12/31/24. Please submit your next proposal electronically via email to <u>CAS-SF@psc.hhs.gov</u>.

Sincerely,

Arif M. Karim -S Digitally signed by Arif M. Karim -S Date: 2024.06.24 10:04:56 -05'00'

Arif Karim, Director Cost Allocation Services

Enclosure

In concurrence:

Jamie Moffitt Name

SR. Vice President for Finance + ADMIN + CFO Title

6/25/24

Date

PLEASE SIGN AND RETURN THE NEGOTIATION AGREEMENT BY EMAIL

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN:

ORGANIZATION: University of Oregon-Eugene, OR 1266 University of Oregon 203 Johnson Hall Eugene, OR 97403-1266 Date: 06/12/2024 FILING REF.: The preceding agreement was dated 08/08/2023

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.

SECTIC	ON I: INDIREC	F COST RATES			
RATE T	YPES: FIXED	D FINAL PRO	V. (PROVIS	SIONAL)	PRED. (PREDETERMINED)
	EFFECTIVE PI	RIOD			
TYPE	FROM	ΤΟ	<u>RATE(%)</u>	LOCATION	APPLICABLE TO
FINAL	07/01/2021	06/30/2023	47.50	On-Campus	Organized Research
PRED.	07/01/2023	06/30/2027	49.00	On-Campus	Organized Research
PRED.	07/01/2021	06/30/2027	26.00	Off-Campus	Organized Research
FINAL	07/01/2021	06/30/2023	46.00	On-Campus	Instruction
PRED.	07/01/2023	06/30/2027	48.00	On-Campus	Instruction
PRED.	07/01/2021	06/30/2027	26.00	Off-Campus	Instruction
FINAL	07/01/2021	06/30/2023	30.70	On-Campus	Other Sponsored Activities
PRED.	07/01/2023	06/30/2027	33.00	On-Campus	Other Sponsored Activities
PRED.	07/01/2021	06/30/2027	26.00	Off-Campus	Other Sponsored Activities
PROV.	07/01/2027	Until Amended			Use same rates and conditions as those cited for fiscal year ending June 30, 2027.

<u>*BASE</u>

Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000.

SECTIC	ON I: FRINGE	BENEFIT RATES	**		
ТҮРЕ	FROM	<u>T0</u>	<u>RATE(%)</u>	LOCATION	APPLICABLE TO
FIXED	7/1/2024	6/30/2025	75.00	All	Faculty/Staff A
FIXED	7/1/2024	6/30/2025	50.10	All	Faculty/Staff B
FIXED	7/1/2024	6/30/2025	31.30	All	Faculty/Staff C
FIXED	7/1/2024	6/30/2025	104.50	All	Classified Service
FIXED	7/1/2024	6/30/2025	89.50	All	Classified Skilled/Clerical
FIXED	7/1/2024	6/30/2025	80.70	All	Classified Technical
FIXED	7/1/2024	6/30/2025	28.70	All	Temps
FIXED	7/1/2024	6/30/2025	3.60	All	Students
PROV.	7/1/2025	Until Amended			Use same rates and conditions as those cited for fiscal year ending June 30, 2025.

**** DESCRIPTION OF FRINGE BENEFITS RATE BASE:**

Salaries and wages excluding vacation, sick leave pay and other paid absences.

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. The fringe benefits included in the rate(s) are listed below.

TREATMENT OF PAID ABSENCES:

The costs of vacation, sick leave pay and other paid absences are included in the organization's fringe benefit rate and are not included in the direct cost of salaries and wages. Claims for direct salaries and wages must exclude those amounts paid or accrued to employees for periods when they are on vacation, sick leave or are otherwise absent from work.

DEFINITION OF OFF-CAMPUS

An off-campus rate is applicable to those projects conducted in facilities not owned or operated by the University, which include charges for facility rental as a direct expenditure and for which more than 50% of the project salaries and wages are for effort conducted in the rental facility.

DEFINITION OF EQUIPMENT

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

The following fringe benefits are included in the fringe benefit rates: HEALTH INSURANCE, OTHER, PAYROLL TAX, RETIREMENT, UNEMPLOYMENT, WORKER'S COMPENSATION-SAIF, and LEAVE.

This rate agreement updates the fringe benefits only.

NEXT PROPOSAL DUE DATE

An indirect cost proposal based on actual costs for fiscal year ending 06/30/26, will be due no later than 12/31/26, and a fringe benefits proposal based on actual costs for fiscal year ending 06/30/24, will be due no later than 12/31/24.

SECTION III: GENERAL

A. <u>LIMITATIONS:</u>

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 following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool 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 indirect 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 establish the rates is not later found to be materially incomplete or inaccurate by the 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 are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED 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(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR 200), and should be applied to grants, contracts and other agreements covered by 2 CFR 200, 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.

E. <u>OTHER</u>:

If any Federal contract, grant or other agreement is reimbursing indirect 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 indirect costs allocable to these programs.

BY THE INSTITUTION:

University of Oregon-Eugene, OR

(INSTITUTIO	(NC		
SIGNATUR	mth	itte	-
	Jamier	·10ttot	
(NAME)	F	in ance + Aon	
SA.1	1Ptor	ACFO	
(TITLE)			
	612512	14	
(DATE)			

ON BEHALF OF THE GOVERNMENT:

(SIGNATURE)	
Arif Karim	
(NAME)	
Director, Cost Allocation S (TITLE) 06/12/2024	
(DATE)	