

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN: 1720702000A1

DATE:01/31/2022

ORGANIZATION:

FILING REF.: The preceding agreement was dated 05/28/2020

University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148-2010

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 COST RATES

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PRED.	07/01/2021	06/30/2023	46.00	On-Campus	Organized Research
PRED.	07/01/2023	06/30/2024	47.00	On-Campus	Organized Research
PRED.	07/01/2024	06/30/2025	48.00	On-Campus	Organized Research
PRED.	07/01/2025	06/30/2026	49.00	On-Campus	Organized Research
PRED.	07/01/2021	06/30/2026	46.00	On-Campus	Instruction
PRED.	07/01/2021	06/30/2026	26.00	Off-Campus	All Programs
PROV.	07/01/2026	Until Amended			Use same rates and conditions as those cited for fiscal year ending June 30, 2026.

*BASE

ORGANIZATION: University of New Orleans

AGREEMENT DATE: 1/31/2022

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.

ORGANIZATION: University of New Orleans

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SECTION I: FRINGE BENEFIT RATES**

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PRED.	7/1/2021	6/30/2022	49.00	All	Faculty & Staff
PRED.	7/1/2021	6/30/2022	8.20	All	Transients (P/T)
PRED.	7/1/2022	6/30/2026	46.40	All	Faculty & Staff
PRED.	7/1/2022	6/30/2026	8.20	All	Transients (P/T)
PROV.	7/1/2026	6/30/2029	46.40	All	Faculty & Staff
PROV.	7/1/2026	6/30/2029	8.20	All	Transients (P/T)

** DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages.

ORGANIZATION: University of New Orleans

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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

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: The off-campus rate will apply for all activities: a) Performed in facilities not owned by the institution and where these facility costs are not included in the F&A pools; or b) Where rent is directly allocated/charged to the project(s). Grants or contracts will not be subject to more than one F&A cost rate. If more than 50% of a project is performed off-campus, the off-campus rate will apply to the entire project.

FRINGE BENEFITS:

FICA	TIAA/CREF
Retirement	Worker's Compensation
Life Insurance	Unemployment Insurance
Health Insurance	Termination Pay
Sabbatical Leave	Employees Education Privilege
Medicare Employees Match	LSU Money Purchase Plan

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.

Your next IDC and Fringe Benefit Proposal based on actual cost for the fiscal year ending 06/30/2025 will be due in our office by 12/31/2025.

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 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 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 facilities and administrative 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.

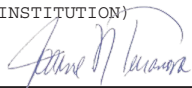
E. OTHER:

If any Federal contract, grant or other agreement is reimbursing 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.

BY THE INSTITUTION:

University of New Orleans

(INSTITUTION)



(SIGNATURE)

Joanne N. Terranova

(NAME)

Interim VP for Business Affairs

(TITLE)

03/31/2022

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Darryl W. Mayes - S

Digitally signed by Darryl W. Mayes - S
DN: c=US, o=U.S. Government, ou=HHS, ou=PSC,
ou=People, ou=2342192003001001.1=2000131669,
cn=Darryl W. Mayes - S
Date: 2022.03.23 10:36:56 -0400

(SIGNATURE)

Darryl W. Mayes

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

1/31/2022

(DATE) 7101

HHS REPRESENTATIVE: **Ryan McCarthy**

Telephone: **(212) 264-2069**



26 Federal Plaza, Room 3412
New York, NY 10278
PHONE: (212) 264-2069
EMAIL: CAS-NY@psc.hhs.gov

January 31, 2022

Ms. Gloria Walker
VP for Business Affairs/CFO
University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148-2010

Dear Ms. Walker:

A negotiation agreement is being sent to you for signature. This agreement reflects an understanding reached between your institution and a member of my staff concerning the rates or amounts that may be used to support your claim for costs on grants and contracts with the Federal Government. The agreement must be signed by a duly authorized representative of your institution and emailed to CAS-NY@psc.hhs.gov. We will reproduce and distribute the agreement to awarding agencies of the Federal Government for their use.

Requirements for adjustments to costs 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 consideration of this negotiation agreement, the following was agreed to:

1. Attached are (3) documents entitled "Components of Published Facilities and Administrative Cost Rate (F&A)". There is one document issued for each F&A rate published on the rate agreement. These documents should be signed and submitted back to this office along with the signed rate agreement.
2. The Fringe Benefit proposal for fiscal year ending June 30, 2025 is due by December 31, 2025.

An indirect cost rate proposal, together with the required supporting information, must be submitted to this office for each fiscal year in which your organization claims cost under grants and contracts awarded by the Federal Government. Therefore, your next indirect cost proposal for the fiscal year ending June 30, 2025 will be due in our office by December 31, 2025. In addition, please acknowledge your concurrence with the comments and conditions cited above by signing this letter in the space provided below and transmitting electronically via email to CAS-NY@psc.hhs.gov.

Sincerely,
Darryl W. Mayes
-S
Darryl W. Mayes
Deputy Director
Cost Allocation Services

Digitally signed by Darryl W. Mayes, O, CN =+1, o=U.S. Government, ou=HHS, ou=PS, ou=PMIS
c=US
DN: c=US, o=U.S. Government, ou=HHS, ou=PS, ou=PMIS
e=D.W.Mayes@psc.hhs.gov, ou=PS, ou=PMIS, cn=Darryl W. Mayes, c=US
Date: 2022.01.21 10:58:37 -0400

Concurrence:

Name

Interim VP for Business Affairs

Title

3-31-2022

Date