



DEPARTMENT OF HEALTH & HUMAN SERVICES

Program Support Center
Financial Management Service
Division of Cost AllocationDCA Western Field Office
90 7th Street, Suite 4-600
San Francisco, CA 94103

Guadalupe Valencia
Assistant Comptroller
University of Arizona
University Services Building
888 N. Euclid Ave. Rm. 502F
Tucson, AZ 85721-0158

MAY 18 2009

Dear Ms. Valencia:

A copy of an indirect cost/fringe benefits Negotiation Agreement is enclosed. 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 indirect/fringe benefit costs on grants and contracts with the Federal Government. Please have the Agreement signed by a duly authorized representative of your organization and return it to me BY FAX, retaining the copy for your files. We will reproduce and distribute the Agreement to the appropriate awarding organizations of the Federal Government for their use.

An indirect cost and fringe benefits rate proposal together with supporting information are required to substantiate your claim for costs under grants and contracts awarded by the Federal Government. Thus, your next indirect cost proposal based on fiscal year ending June 30, 2010 is due in our office by December 31, 2010, and your next fringe benefits proposal based on fiscal year ending June 30, 2009 is due by December 31, 2009.

Sincerely,

Handwritten signature of Wallace Chan in cursive.

Wallace Chan
Director

Enclosures

PLEASE SIGN AND RETURN THE NEGOTIATION AGREEMENT BY FAX

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN #: 74-2652689

DATE: May 14, 2009

INSTITUTION:
 University of Arizona
 University Services Building
 888 N. Euclid Ave., Rm. 502F

FILING REF.: The preceding
 Agreement was dated
 May 13, 2008

Tucson

AZ

85721-0158

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: FACILITIES AND ADMINISTRATIVE COST RATES*

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

TYPE	EFFECTIVE PERIOD		RATE (%)	LOCATIONS	APPLICABLE TO
	FROM	TO			
PRED.	07/01/07	06/30/10	51.0	On-Campus	Organized Research
PRED.	07/01/10	06/30/11	51.5	On-Campus	Organized Research
PRED.	07/01/07	06/30/11	26.0	Off-Campus	Organized Research
PRED.	07/01/07	06/30/10	51.0	On-Campus	Instruction
PRED.	07/01/10	06/30/11	51.5	On-Campus	Instruction
PRED.	07/01/07	06/30/11	26.0	Off-Campus	Instruction
PRED.	07/01/07	06/30/10	51.0	On-Campus	Other Spon Act
PRED.	07/01/10	06/30/11	51.5	On-Campus	Other Spon Act
PRED.	07/01/07	06/30/11	26.0	Off-Campus	Other Spon Act
PROV.	07/01/11	UNTIL AMENDED	Use same rates and conditions as those cited for fiscal year ending June 30, 2011.		

***BASE:**

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, 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.

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SECTION I: FRINGE BENEFITS RATES**

RATE TYPES: FIXED		FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)	
TYPE	EFFECTIVE PERIOD		RATE (%)	LOCATIONS	APPLICABLE TO
	FROM	TO			
FIXED	07/01/09	06/30/10	27.3	All	Faculty-Regular
FIXED	07/01/09	06/30/10	13.1	All	Faculty-Clinical
FIXED	07/01/09	06/30/10	20.1	All	Faculty-Ancillary
FIXED	07/01/09	06/30/10	41.1	All	Classified-Regular
FIXED	07/01/09	06/30/10	8.7	All	Classified-Temporary
FIXED	07/01/09	06/30/10	2.0	All	Student Employees
FIXED	07/01/09	06/30/10	9.0	All	Graduate Assistants
FIXED	07/01/09	06/30/10	19.8	All	Federal Employees
FIXED	07/01/09	06/30/10	27.6	All	(1)

(1) Graduate Assistants Tuition Remission.

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

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

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SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

This organization uses a fringe benefit rate which is applied to salaries and wages for both budgeting and charging purposes for Federal projects.

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 for the costs of these paid absences are not made, except where vacation benefit leave is accrued and earned but unused at the termination of a project.

OFF-CAMPUS DEFINITION AND APPLICATION

The off-campus rate is applicable to those projects conducted in facilities not owned or leased by the University. However, if the project is conducted in leased space and lease costs are directly charged to the project, then the off-campus rate must be used. A project is considered off-campus if more than 50% of its salaries and wages are incurred at an off-campus facility. If a project is determined to be off-campus, it shall be considered wholly off-campus. Separate on and off-campus rates will not be used for a single project.

DEFINITION OF EQUIPMENT

Equipment is defined as tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

The following fringe benefits are included in the fringe benefit rate(s):

FICA, WORKERS COMPENSATION, UNEMPLOYMENT COMPENSATION, LIABILITY INSURANCE, HEALTH/ACCIDENT/LIFE/DISABILITY INSURANCE (HALD), DEPENDENT CARE ASSISTANCE, RETIREMENT, RETIREE SICK PAY, AND QUALIFIED TUITION REDUCTION PROGRAM FOR EMPLOYEES.

This rate agreement updates the fringe benefits only.

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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 Office of Management and Budget Circular A-21 Circular, 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.

BY THE INSTITUTION:

University of Arizona
University Services Building

(INSTITUTION)

Lee Anne T. Peters

(SIGNATURE)

Lee Anne T. Peters

(NAME) Contract Officer

(TITLE)

5/18/09

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Wallace Chan

(SIGNATURE)

Wallace Chan

(NAME)

DIRECTOR, DIVISION OF COST ALLOCATION

(TITLE)

May 14, 2009

(DATE) 0162

HHS REPRESENTATIVE: Jeanette Lu
Telephone: (415) 437-7820