

**COLLEGES AND UNIVERSITIES RATE AGREEMENT**

EIN: 1131623978A1

DATE:05/09/2017

**ORGANIZATION:**

Weill Cornell Medical College  
575 Lexington Avenue, 9th Floor  
New York, NY 10022

FILING REF.: The preceding  
agreement was dated  
06/16/2016

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.

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**SECTION I: INDIRECT COST RATES**

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| RATE TYPES: | FIXED                   | FINAL            | PROV. (PROVISIONAL) | PRED. (PREDETERMINED) |   |
|-------------|-------------------------|------------------|---------------------|-----------------------|---|
|             | <u>EFFECTIVE PERIOD</u> |                  |                     |                       |   |
| <u>TYPE</u> | <u>FROM</u>             | <u>TO</u>        | <u>RATE(%)</u>      | <u>LOCATION</u>       | <u>APPLICABLE TO</u>  |
| PRED.       | 07/01/2016              | 06/30/2020       | 69.50               | On-Campus             | Organized<br>Research (1)   |
| PRED.       | 07/01/2016              | 06/30/2020       | 44.00               | Off-Campus            | Organized<br>Research (1)<br>(2)  |
| PRED.       | 07/01/2016              | 06/30/2020       | 39.00               | Clin Res Ctr          | Organized<br>Research (3)   |
| PRED.       | 07/01/2016              | 06/30/2020       | 39.00               | On-Campus             | Other Sponsored<br>Activities (1)   |
| PRED.       | 07/01/2016              | 06/30/2020       | 26.00               | Off-Campus            | Organized<br>Research (1)   |
| PROV.       | 07/01/2020              | Until<br>Amended |                     |                       | Use same rates<br>and conditions<br>as those cited<br>for fiscal year<br>ending June<br>30, 2020. |

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\*BASE

(1) Modified total direct costs excluding permanent equipment costs; alterations and renovation costs; patient care cost; student support costs for research training, including stipend, subsistence allowance, tuition, and travel allowance; when WMC is the subcontractor and subgrantor (consortium) cost in excess of \$25,000 on each subcontract/subgrant will be excluded.

(2) Westchester Division of New York Hospital.

(3) Modified total direct costs excluding permanent equipment costs; alterations and renovation costs; patient care cost; nurses, dieticians, social workers, New York Hospital; when WMC is the subcontractor and subgrantor (consortium) cost in excess of \$25,000 on each subcontract/subgrant will be excluded.

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**SECTION I: FRINGE BENEFIT RATES\*\***

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| <u>TYPE</u> | <u>FROM</u> | <u>TO</u>     | <u>RATE(%)</u> | <u>LOCATION</u> | <u>APPLICABLE TO</u>   |
|-------------|-------------|---------------|----------------|-----------------|--|
| FIXED       | 7/1/2016    | 6/30/2017     | 28.50          | All             | Faculty & Staff (4)  |
| FIXED       | 7/1/2016    | 6/30/2017     | 22.00          | All             | Stipends (5)   |
| FIXED       | 7/1/2016    | 6/30/2017     | 9.00           | All             | Temporary Employees (6)  |
| FIXED       | 7/1/2017    | 6/30/2018     | 29.00          | All             | Faculty & Staff (4)  |
| FIXED       | 7/1/2017    | 6/30/2018     | 23.00          | All             | Stipends (5)   |
| FIXED       | 7/1/2017    | 6/30/2018     | 9.00           | All             | Temporary Employees (6)  |
| PROV.       | 7/1/2018    | Until amended |                |                 | Use same rates and conditions as those cited for fiscal year ending June 30, 2018. |

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

Salaries and wages.

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(4) Salaries and wages of permanent academic appointees, exempt and non-exempt employees.

(5) Academic Employees who are receiving taxable stipends.

(6) Salaries and wages of employees hired on a temporary basis.

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**SECTION II: SPECIAL REMARKS**

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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.

- 1) The following fringe benefit costs are reimbursed to the grantee through the direct fringe benefit rate: health insurance and health related programs, pension plans, social security, workers compensation, sabbatical leave, employee-only tuition, unemployment, disability, employee assistance program, retirement incentive, life insurance, employee service and recognition, annual benefit statements, post retirement benefits other than pensions, severance service awards, banking services, long term medical continuation and self insured administrative expenses.
- 2) The off-campus rates are established for research training performed for 90 days or more at the Westchester Division of New York Hospital located in White Plains, New York and all other off-campus locales.
- 3) 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.
- 4) A fringe benefit proposal based on actual costs for the fiscal year ending June 30, 2017 is due by December 31, 2017. An F&A cost rate proposal based on actual costs for the fiscal year ending June 30, 2019 is due by December 31, 2019.

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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 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:

Weill Cornell Medical College

(INSTITUTION)

(SIGNATURE)

*Edward C. Walsh*

(NAME)

*SENIOR DIRECTOR FINANCE*

(TITLE)

*5/10/17*

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

AGENCY: **Darryl W. Mayes -**

Digitally signed by Darryl W. Mayes - A  
DN: c=US, o=U.S. Government, ou=HHS, ou=FSC,  
ou=People, ou=2342 18200300 100 11-2000111669,  
cn=Darryl W. Mayes - A  
Date: 2017.05.10 11:45:46 -0400

**A**

(SIGNATURE)

*Darryl W. Mayes*

(NAME)

Deputy Director, Cost Allocation Services

(TITLE)

5/9/2017

(DATE) 0781

HHS REPRESENTATIVE: Michael Leonard

Telephone: (212) 264-2069