

**NONPROFIT RATE AGREEMENT**

EIN: 91-1935159

DATE:03/30/2022

**ORGANIZATION:**

FILING REF.: The preceding agreement was dated 07/22/2020

Fred Hutchinson Cancer Center  
(frmlly. Fred Hutchinson Cancer Research Center)

P.O. Box 19024  
1100 Fairview Ave. North  
Seattle, WA 98109-1024

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)

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE (%)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
PROV.	04/01/2022	06/30/2022	76.00	On-Site	Research
PROV.	04/01/2022	06/30/2022	32.00	Off-Site	Research
PROV.	07/01/2022	06/30/2023	76.00	On-Site	Research
PROV.	07/01/2022	06/30/2023	32.00	Off-Site	Research

\*BASE

Total direct cost less items of equipment and other capital expenditures, that portion of each subaward in excess of \$25,000, facility rentals, stipends, tuition remission, manufacturing service center costs, and hospitalization and other fees related to patient care.

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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>
PROV.	4/1/2022	6/30/2022	32.00	All	Salaried Employees
PROV.	4/1/2022	6/30/2022	25.50	All	Salaried Faculty
PROV.	4/1/2022	6/30/2022	7.35	All	Hourly Employees
PROV.	4/1/2022	6/30/2022	9.50	All	Research Employees
PROV.	7/1/2022	6/30/2023	33.00	All	Salaried Employees
PROV.	7/1/2022	6/30/2023	25.00	All	Salaried Faculty
PROV.	7/1/2022	6/30/2023	8.70	All	Hourly Employees
PROV.	7/1/2022	6/30/2023	10.80	All	Research Employees

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

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

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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

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 cost of these paid absences are not made.

The costs of vacation and sabbatical leave for employees on salary only are included in the organization's fringe benefit rate and are not included in direct costs of salaries and wages. Claims for direct salaries and wages must exclude those amounts paid or accrued to salaried employees for periods when they are on vacation or sabbatical leave.

DEFINITION OF EQUIPMENT

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

DEFINITION OF ON-SITE, OFF-SITE:

On-site activities are those research activities that are performed at facilities that are owned or leased by the center for research. Off-site rates are applicable to research activities that are performed at facilities not owned or leased by the center or at facilities leased for a specific project and directly charged to that project.

The following fringe benefits are included in the fringe benefit rate:  
SOCIAL SECURITY, WORKERS COMPENSATION, MEDICAL/DENTAL/LIFE INSURANCE,  
DISABILITY INSURANCE, EAP, ACCIDENTAL INSURANCE, UNEMPLOYMENT INSURANCE,  
VACATION, SABBATICAL, PUBLIC TRANSPORTATION SUBSIDY, AND RETIREMENT.

NEXT PROPOSAL DUE DATE

Your next indirect cost proposal based on fiscal year ending 06/30/22 is due by 12/31/22. Your next fringe benefits proposal based on fiscal year ending 06/30/22 is due by 12/31/22.

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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 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. OTHER:**

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:

Fred Hutchinson Cancer Center (frmly. Fred Hutchinson Cancer Research Center)

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

Arif M. Karim -S Digitally signed by Arif M. Karim -S  
Date: 2022.03.30 15:09:47 -05'00'

(SIGNATURE)

Arif Karim

(NAME)

Director, Cost Allocation Services

(TITLE)

3/30/2022

(DATE) 3088

HHS REPRESENTATIVE: Janet Turner

Telephone: (415) 437-7820