Master Agreement No. 4400023298 between PSU and the Commonwealth of Pennsylvania (COP)

1. Request for Proposal/Proposal Submission Process. For all projects intended to be issued under the COP master agreement, the COP agency will issue Attachment 1 (Agency Request–Work Plan) to PSU. PSU's response to the COP will utilize Attachment 2 (University Response – Project Template). Attachment 2 (checked as 'Original Response') is to be submitted UNSIGNED and will include the SOW, detailed budget, and summary budget. Following review by the COP agency (and DGS for proposals >$100K), the agency will advise if Attachment 2 is acceptable at which point we will sign and return to the agency. If changes are requested, the agency will ask PSU to resubmit Attachment 2 (again UNSIGNED and checked 'Revised Response') for review. If the revised proposal is approved, the signature process above will be followed. Purchase orders are to be issued in accordance with the summary budget (Exhibit A, Article V.B.4).

2. Travel rates. Commonwealth travel rates apply. The Commonwealth follows the U.S. General Services Administration (GSA) rates. These policies may be viewed here. Manual 230.1 of the aforementioned website includes important details related to travel including:

- The COP mileage reimbursement rate follows the GSA/Federal Travel Regulations (http://www.gsa.gov/portal/content/100715).
- Applicable per diem rates can be found here: http://www.gsa.gov/portal/category/21287. If proposed hotels/per diems exceed the maximum amount (for instance if a conference hotel rate exceeds the rate for that area), the University can request a deviation from the GSA rate but must provide a rationale and document attempts made to find lower cost lodging. This request would be included as part of Attachment 2 submitted to the agency.
- See COP Manual 230.1, Section 7.4 for receipts that must be obtained. They are not required to be submitted with invoices but must be retained in the event of audit by the Commonwealth.
- Out-of-State Travel Policy. Currently, there are restrictions on out-of-state travel. If you plan to travel outside Pennsylvania, you must first obtain Commonwealth approval at proposal stage before including these costs in the budget.

3. Equipment and expendable property. COP will retain ownership of all capital equipment (>$5,000) and expendable property (>$500 but <$5,000). Expendable property includes, but is not limited to, such items as global positioning systems (GPS), computers, microscopes, tractors, and all terrain vehicles (ATV). Expendable property does not include such items as office supplies, safety gear, ATV parts, laboratory supplies, etc. Capital equipment (including purchase vs. rental costs) and expendable items shall be included in the PSU budget (Attachment 2) as presented to the COP agency

Computer Equipment. Under prior COP master agreements, PSU was required to use the Commonwealth's statewide contract for pricing and procurement of computer equipment, however, under this new agreement this is no longer a requirement. We instead can utilize our normal budgeting and procurement processes.

Equipment Options. The Commonwealth has two equipment options in Attachment 2: 1) Commonwealth determines up-front they will retain ownership, therefore a Report of Personal Property form (Attachment 3) is to be submitted at conclusion of purchase order period, or 2) Commonwealth retains ownership but will allow PSU to keep possession for use on other Commonwealth projects that PSU has with that Commonwealth agency.

Final report of capital equipment and expendable property. When option 1) is selected, upon termination or completion of any purchase order where capital equipment or expendable property were acquired, PSU shall submit within sixty (60) days a report to the awarding agency and to DGS an itemized listing of all capital equipment or expendable property purchased for the project. A copy of the invoice for each item shall be attached to the report. See Attachment 3 of the Master Agreement for the report format to be utilized.

Disposition of Property. Within 60 days of the COP agency's receipt of the final report from PSU, the agency will arrange for the pick up or delivery (at Commonwealth expense) of Commonwealth owned property. In the event the COP agency does not contact PSU within 60 days to arrange delivery or pick-up of any Commonwealth owned property, ownership of such property will revert to PSU.

4. Invoicing/Payments. In Attachment 1, the COP agency has the option to select either cost-reimbursement of fixed-price for the subsequent purchase order and for COP funded projects, either standard PSU automated invoice only or custom invoicing/additional documentation. When custom invoicing is selected, contact Research Accounting (res-acct@psu.edu) who will determine a nominal charge to be added to the budget. No invoices are to be submitted if total monthly expenditures are less than $200 (Exhibit A, Article V.D.1.).

5. Commonwealth Enhanced Minimum Wage Provision. All purchase orders will be subject to the Commonwealth's Enhanced Minimum Wage Provision.

This provision will apply regardless of whether Commonwealth or federal pass-through funding. Effective July 1, 2021, the minimum wage requirement for those working on Commonwealth agreements will be $13.50 and increase by fifty cents per hour each July 1 until July 1, 2024, at which time it will be $15/hour. Further details on the Commonwealth's Enhanced Minimum Wage Provision can be found here (link to the new page).'