SHARED SERVICES MANAGEMENT AGREEMENT

This Shared Services Management Agreement (this “Agreement”) is made and entered into as of the 1st day of July, 2018 (the “Effective Date”), by and between Wright State Applied Research Corporation, an Ohio non-profit corporation, (“WSARC”), and Wright State University, a State-assisted institution of higher education established and existing under the laws of the State of Ohio (“WSU”) (WSARC and WSU are each individually referred to herein as a “Party”, and collectively as the “Parties”), under the following circumstances:

A. WSU is an educational institution organized under O.R.C. Chapter 3352. WSARC is a non-profit corporation, formed in accordance with O.R.C. 1702 and tax exempt under IRS Section 501(c)(3), that has been organized and is to be operated for scientific and educational purposes.

B. WSU conducts research programs that enhance knowledge and understanding of fundamental and applied problems, communicates new knowledge to society at large, and engages and trains students to be life-long, independent learners and thinkers. Its research is supported by a broad range of federal, state, and industry grants and contracts.

C. WSU manages its research enterprise through the Office of the Vice President for Research, composed of the Office of Research and Sponsored Programs, the Office of Technology Transfer, and the Office of Research Compliance, all of which are subject to all applicable state and federal rules and regulations for public institutions of higher education. The research enterprise of WSU is based on research performed by faculty, staff, and students from all of its academic and research units including all colleges, schools and affiliated entities.

D. WSARC supports the WSU research enterprise primarily by acting as a contracting entity for the Wright State Research Institute (WSRI), and provides supplemental operational mechanisms necessary to fulfill the mission and vision directives of WSU and its constituent units, thereby benefitting WSU, Ohio, and the nation. As an Ohio non-profit corporation, it has a separate governing board and is subject to all applicable state and federal rules and regulations for non-profit corporations.

E. WSARC provides contractual, financial, infrastructure, and security support for the WSU research enterprise. In support of WSU’s research enterprise, WSARC is particularly focused on supporting the winning and execution of large research and development contracts from industry, federal, or state sponsors.

F. With WSU and WSARC complementing and supplementing each other’s research activities in pursuit of the common goal of enhancing the research mission of WSU, they have come to understand that an Agreement memorializing their understandings, responsibilities and obligations with regard to one another will benefit their common goals and objectives.
G. The Parties recognize that WSARC and WSU have complementary missions and an overarching common objective to support economic development, including workforce development, in the Dayton region and the State of Ohio.

H. The Parties have signed an affiliation agreement between WSU and WSARC that was effective October 23, 2017.

I. As a result of the foregoing, WSARC and WSU desire to enter into this Agreement under which WSU will provide certain management services to WSARC, and WSARC will provide certain management services to WSU. The expenditures shall not exceed the amounts agreed to in Exhibits A and B without the approval of WSU and the WSARC.

J. The summary of cost estimates for WSU shared services provided to WSARC and the summary of cost estimates of the WSARC shared services provided to WSU are shown in Exhibit C.

NOW, THEREFORE, in consideration of the above, and based upon the mutual promises contained below, the Parties agree as follows:

1. WSU Services Provided to WSARC.

   A. On or after July 1, 2018 WSU shall provide the services set forth on Exhibit A ("Service(s) Provided").

   B. All Services Provided will be supervised, with respect to the provision of the Management Services, by the WSARC CEO and the WSU Vice President Finance and Operations and Chief Business Officer.

   C. For each month of the Term (as defined below), WSU will invoice, in arrears, for the direct expense of the persons providing Management Services to WSARC, which shall include the actual labor costs or allocated costs together with a fringe benefit burden consistent with WSU's then current incurred benefit rates (the "Direct Expense Billing"). WSARC will pay each Direct Expense Billing within thirty (30) days after its invoice date. If the payments are not made in 30 days or less this will be immediately escalated to the WSU and the WSARC board of directors for resolution.

   D. WSARC shall be permitted to return any Service Provided by WSU to WSARC, to be exchanged for another Service Provided if Service Provided does not provide quality, and timely support. WSARC will coordinate with WSU concerning any review or discipline of any service provider. WSARC and WSU, however, will coordinate with the respective parties, concerning the change of any specific Service Provided. If WSARC returns a Service Provided without the need for a replacement, the Parties will meet and confer to determine if these services are no longer required or if there is an alternative service that should be provided. Any such change will be memorialized in writing.
2. **WSARC Services Provided to WSU.**

   A. On or After July 1, 2018, WSARC shall provide the services set forth on Exhibit B, (also "Service(s) Provided").

   B. All Services Provided will be supervised, with respect to the provision of the Management Services, by the WSARC CEO and the WSU Vice President Finance and Operations and Chief Business Officer.

   C. For each month of the Term (as defined below), WSARC will invoice, in arrears, for the direct expense of the persons providing Management Services to WSU, which shall include the actual labor costs for such persons together with a fringe benefit burden consistent with WSU's then current incurred benefit rates (the "Direct Expense Billing"). WSU will pay each Direct Expense Billing within thirty (30) days after its invoice date. If the payments are not made in 30 days or less this will be immediately escalated to the WSU and the WSARC board of directors for resolution.

   D. WSU shall be permitted to return any Service Provided by WSARC to WSU, to be exchanged for another Service Provided if service provider does not provide quality and timely support. WSU will coordinate with WSARC concerning any review or discipline of any service provider. WSARC and WSU, however, will coordinate with the respective parties concerning the change of any specific Service Provided. If WSU returns a Service Provided without the need for a replacement, the Parties will meet and confer to determine if these services are no longer required or if there is an alternative service that should be provided. Any such change will be memorialized in writing.

3. **Termination.** The initial term of this Agreement (the "Initial Term") will commence on the Effective Date and continue until 30 June 2019. The Initial Term will automatically be renewed for additional one year periods (the "Additional Terms," and collectively with the Initial Term the "Term"), unless either Party provides the other Party with 60 days’ prior written notice before the end of such Initial Term or Renewal Term. If either Party terminates this Agreement with written notice, ("Termination Notice") WSARC will identify three trustees who serve on its board and WSU will identify three representatives to meet to determine the reasons for such Termination Notice. The representatives of each party will work together to consider alternatives to the termination so that the Parties may continue to have a mutually beneficial and effective ongoing relationship whether through extension of this Agreement or otherwise. There is no obligation on either party to extend this Agreement or come to another arrangement.

4. **Nondiscrimination.** The Parties agree that employment and advancement opportunities will be offered to the most qualified individuals regardless of race, national origin, religion, color, sex, sexual orientation, age, disability, veteran status, or other protected characteristic.

5. **Public Comments.** Neither WSARC nor WSU will issue any public comments related to this Agreement without the other’s written consent including FOIAs and other public records requests.
6. **Independent Contractors.** WSARC and WSU are independent contracting parties and the relationship between them for purposes of this Agreement is that of independent contractors. Nothing in the Agreement shall be construed to create a principal-agent, employer-employee, or any other relationship.

7. **Non-Exclusivity.** Nothing in this Agreement shall be construed to restrict either party from entering into contracts to provide services to, or purchase services from, other providers.

8. **Notices.** Any notice, demand or other communication required or permitted under the terms of this Agreement will be in writing with return receipt or other appropriate acknowledgment requested, and will be made by overnight delivery service or certified or registered mail, return receipt requested, or by electronic mail and will be deemed to be received by the addressee one (1) business day after sending, if sent by overnight delivery service or electronic mail, and three (3) business days after mailing, if sent by certified or registered mail. Notices will be addressed as provided below (or to such other addresses or facsimile numbers as may hereafter be furnished in writing by either Party to the other Party):

   If to WSU to:

   Mr. Walt Branson, V.P. Finance and Operations, CBO
   Wright State University
   3640 Colonel Glenn Hwy.
   254 University Hall
   Dayton, OH 45435

   If to WSARC to:

   Mr. Dennis Andersh, CEO
   WSARC
   4035 Colonel Glenn Hwy.
   Beavercreek, OH 45431

9. **Miscellaneous Provisions.**

   A. This Agreement sets forth the entire understanding of the Parties concerning the subject matter hereof and supersedes all prior understandings or agreements. This Agreement may not be modified, in any respect, except by an instrument in writing duly executed by the Parties.

   B. The waiver, by either Party hereof of any breach of any provision of this Agreement will not be construed as, or constitute, a continuing waiver or a waiver of any other breach of any provision of this Agreement.

   C. This Agreement will inure to the benefit of, be binding upon, and be enforceable by actions of law or in equity by the Parties hereto and their permitted
successors and assigns. Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party.

D. The headings of the clauses contained herein are solely for the convenience of the Parties and do not constitute a part hereof.

E. This Agreement will be governed by, and its provisions construed and enforced in accordance with, the laws of the State of Ohio.

[Remainder of Page Intentionally Blank. Signatures Follow.]
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Wright State University**

Walt Branson, WSU Vice President Finance and Operations, and Chief Business Officer

12/19/2018

**Wright State Applied Research Corporation**

Dennis Andersh, Chief Executive Officer

18 Dec 2018
Exhibit A

Statement of WSU Services Provided to WSARC.

GENERAL OVERVIEW.

Services provided by WSU to WSARC are documented through this exhibit. WSU will invoice WSARC as necessary to reflect agreed upon expense incurred on behalf of WSARC. This includes salary and benefits as well as the acquisition of goods and services. Normal payment terms should apply to all invoices received by both parties.

Any discrepancies or issues regarding payment should be communicated to WSARC CEO and WSU Vice President Finance and Operations and Chief Business Officer.

It is expected that, as part of the annual audit process, the collectability and status of all outstanding invoices will be reviewed, reconciled and agreed upon by all parties as supporting documentation to auditors.

For Clarification purposes, WSARC has no employees and the term “WSRI employees” used herein refers to those individuals employed by WSU whose work pertains to WSARC contracts.

SPECIFIC WSU SERVICES PROVIDED TO WSARC:

1. **HR (Business partner, Analyst, Talent Management and Development, Employee In and Out Processing, Training, Employment Compensation)**

WSARC’s specific personnel needs include WSU providing centralized HR support for WSRI in the areas of recruiting, hiring and orientations, employee relations, retention, compensation, and employee training and professional development.

WSU will provide a part time HR Business Partner to support all of WSRI employees that support WSARC’s contractual requirements. This shall not exceed more than 33% of their full time duties.

The HR Business Partner will be the bridge from WSRI to the WSU HR department for all the HR services provided.

- These services will include:
  - Providing pro-active recruitment postings for technical, research, and engineering positions. WSARC will reimburse this cost as required. It is anticipated that from the time of identification of position requirements that all jobs will be processed through HR in less than 5 business days from initial requisition submittal.
  - WSU will provide all WSRI employees orientation training to complete new hire paperwork, learn about the WSU mission, vision, and values, and understand the many benefits available to WSU employees.
In the event of an employee relations situation, WSRI will consult with the WSU HR Business Partner on issues involving interpretation of WSU policy and relevant employment law and where applicable, the Ohio Revised Code, and for guidance regarding performance management, corrective action steps, and administration of the dispute resolution procedures.

WSU will provide WSRI the required training and staff development support on WSU policies and procedures and other training as required such as sexual harassment training, ethics training, leadership and supervisory training, security training and others as required. These will be billed on a case by case basis as they are provided and training may be offered by offices other than Human Resources wherever the subject matter expertise is provided.

WSU’s Associate Vice President and Chief Human Resources Officer (AVP/CHRO) will assist and advise both the WSRI management team and the WSARC Board on employee compensation so that it is aligned with the overall strategy of supporting the goals and objectives of the President of Wright State University in the WSU-WSARC mission and organizational structure.

2. **Office of Equity and Inclusion**

WSU will provide equity and inclusion support during the competitive search posting process to hire the best-qualified candidate necessary to meet contract bidding requirements. This will include all equity, diversity and inclusion training and investigations that may be required with regard to all of WSRI staff and support team.

3. **Procurement**

WSU shall provide WSARC support for the procurement of equipment, supplies, materials, and services from external vendors using the Wright Buy process as required. WSARC will follow all federal and state regulations and comply with all WSU Policies and guidelines for WSU Wright Buy services and ensure that all Wright Buy purchases are done in a manner consistent with the policies and procedures governing WSU’s departmental purchase orders. They must also comply with all WSU expenditure guidelines (WSU Policy 9130), purchasing guidelines (WSU Policy 9320), travel guidelines (WSU Policy 9510), and other policies.

WSU shall support WSARC by providing procurement cards used to make small purchases and travel arrangements when needed. All WSRI employees will follow the university credit card guidelines (WSU Policy 9340).

4. **CaTS Department Support for IT Services Provided at the National Center for Medical Readiness (NCMR) Budget Staff**

All hardware and software purchased by or through CaTS for WSRI and WSARC will be directly invoiced to WSARC. WSARC then will pay all costs associated with the hardware and software.

WSARC currently pays $1600 per month for CaTS services at NCMR. Services include the provisioning of internet access, management of firewalls, switches and wireless access points. This
is paid through the intercompany invoice (668900) from WSU to WSARC and will continue until the service is no longer required.

The specific CaTS services that WSU will provide are Tier 1 and Tier 2 support for all WSRI and WSARC staff for systems and services maintained by WSU.

**Items the CaTS Help Desk will assist with:**

- General Windows/Office/Mac software questions.
- WSU ‘U’ or ‘W’ ID login issues.
- Campus connectivity issues.
- Campus Wi-Fi issues.
- MS Office & Office 365 issues.

**Access to Software Purchases & Licenses.**

- Core Operating System and Office Automation software, as well as key research software licenses, are managed through CaTS and deployed to WSARC in the following manner:
  
  - MatLab – enterprise license with manual installation, annual recurring validation.
  - System Center enterprise license with manual installation, annual recurring validation.
  - Other Manual deployments as necessary.

**Use of WSU Provided Network Drives.**

WSU shall periodically provide access to shared and restricted drives that are managed by CaTS personnel for those WSRI employees who may require access. WSRI employees are trained not to put ITAR, HIPAA, or other sensitive data on WSU resources. WSARC and Office of University Compliance, will work jointly on HIPAA Training curriculum that shall provide the foundation for employee ‘basic’ HIPAA Training (required for all WSRI employees). Advanced training for ‘high touch’ employees shall be provided by the CITI training modules already in use. WSARC will leverage the resources of the Office of University Compliance and Office of Research Compliance for joint compliance initiatives. WSARC shall provide storage for information subject to the following requirements:

- **ITAR.** ITAR Compliance across WSARC IT resources will be the responsibility of WSARC.
- **EAR.** Export Administration Regulations (EAR) compliance across WSARC IT resources will be the responsibility of WSARC.
- **HIPAA.** The **Health Insurance Portability and Accountability Act** of 1996 (HIPAA; Pub.L. 104–191, 110 Stat. 1936, enacted August 21, 1996) compliance across WSARC IT resources will be the responsibility of WSARC.
5. **Travel Support.**

WSU shall provide travel support services using Chrome River or an equivalent workflow management system. In addition WSU shall provide access to travel planning and discounts using the normal WSU travel systems in support of all WSRI and WSARC related travel.

6. **WSU Payroll.**

WSU shall provide all WSRI employees payroll services that are provided to all other WSU employees.

7. **Career Services.**

WSU shall provide all WSRI career services support for the hiring, termination and processing of all student interns and part-time student employees employed in support of WSRI.

8. **Graduate School.**

WSU shall provide all graduate research assistant (GRA) services in support for the hiring, termination and processing of GRA employees that are employed in support of WSARC. WSARC shall follow the University remission policies for all graduate students and WSARC shall budget GRA stipends on their projects; tuition should be included as a direct cost.

9. **Insurance, General Liability in Support of NCMR and WSARC.**

WSARC will reimburse WSU for all insurance coverage mutually agreed and provided.

10. **Police Security Services Provided in Response to Alarm Notices at NCMR.**

WSARC shall reimburse police security support costs for the NCMR facilities to include response to mishaps, break-ins or other related events at NCMR.

11. **Facilities Service Provided for NEC Room 431.**

WSARC shall reimburse WSU for the research spaces provided in the NEC room 431. This shall exclude the space built out and paid for by the WSARC in Suite 418a, b, c and d in July 2018.

12. **Marketing and Communications.**

WSARC shall reimburse marketing and communications for all marketing and communications support to WSRI and WSARC. This has been the mode of operations in the past and it is anticipated this will continue going forward.

13. **Organizational Leadership and Staff Development Training and Workshops.**

WSU's Dr. Stephanie Goodwin shall provide leadership and staff development in the area of gender bias or international bias, as well as workplace environment consulting and training support to WSRI over the next 18 months. This support shall include seminars for the entire WSRI staff, leadership team, and selected team members as required. This support shall include employee
climate survey data collections and analysis. From this survey data, Dr. Goodwin shall work with the WSRI Executive Director and the leadership team to provide recommendations for training, staff development, leadership development and communications to improve the overall WSRI work climate, and culture.

14. Due to WSU from WSARC.

WSARC will pay WSU, in less than 60 days, on all invoices related to salary and fringe for WSRI employees and that have been paid by WSU payroll. These payment terms will include a 2% interest charge on an average 60 day balance of $3.0M.
Exhibit B

Statement of WSARC Services Provided to WSU.

GENERAL OVERVIEW.

Services provided by WSARC and/or WSRI to WSU are documented through this exhibit. WSARC will invoice WSU as necessary to reflect agreed upon expenses incurred on behalf of WSU. This includes salary and benefits as well as the acquisition of goods and services. Normal payment terms should apply to all invoices received by both parties.

Any discrepancies or issues regarding payment should be communicated to WSARC CEO and the WSU Vice President Finance and Operations and Chief Business Officer. It is expected that, as part of the annual audit process, the collectability and status of all outstanding invoices will be reviewed, reconciled and agreed upon by all parties as supporting documentation to auditors.

SPECIFIC WSARC SERVICES PROVIDED TO WSU:

1. **Assist WSU Facility Security Officer in the Maintenance of Facility Clearance and Personnel Security Clearance needs.**

   WSARC supports the WSU research enterprise primarily by acting as a contracting entity for WSRI providing supplemental operational mechanisms necessary to fulfill the mission and vision directives of WSU and its constituent units, thereby benefitting WSU, the State, and the nation. WSARC expressly provides WSU with additional resources for execution of classified activities. It is recognized that WSARC has specific personnel and facility security assets and functions to support the WSU Facility Security Officer (FSO).

   The WSARC FSO serves as the WSU Assistant FSO and supports the WSU FSO in the processing of initial personnel security investigations or reinvestigations and the management of all Security Education Training and Awareness (SETA) records.

   The WSARC FSO also provides support to WSU including but not limited to, updates or reports to Defense Security Service (DSS) and Personnel Security Management Office-Industry (PSMO-I), visit certifications, and the execution of a SETA program.

2. **ISSM Services Provided to CaTS team on NIST 800-171 compliance.**

   WSARC supports CaTS by providing NIST 800-171 compliance support, training and oversight across the WSU campus.
3. **WSU Emergency Center Operations (EOC) Within the WSARC Building at 4035 Colonel Glenn Highway, Beavercreek, OH.**

WSARC supports WSU by acting as a backup emergency operations center (EOC) and providing the requisite, security, IT and communication equipment and capabilities for WSU to have an alternative operations location in the event of an emergency at WSU. Support for the EOC includes:

- Dedicated phones and associated phone line service
- Cable TV with local news available
- Work area and office locations (to be made available upon activation of EOC)
- Network connectivity for computers

4. **Hosting REDCap Application Service Provided to The Boonshoft School of Medicine.**

WSARC supports the WSU Boonshoft School of Medicine by hosting and providing user support for the REDCap applications. REDCap is a secure web application for building and managing online surveys and databases. While REDCap can be used to collect virtually any type of data (including 21 CFR Part 11, FISMA, and HIPAA-compliant environments), it is specifically geared to support online or offline data capture for research studies and operations.

The REDCap team at Vanderbilt manages and provides access to a number of consortium support tools including:

- **REDCap Community**, a knowledge management platform for software downloads, important documentation, support Q&A, and more. Open to registered administrators only.
- Weekly all-hands web meetings that cover a variety of topics including the latest REDCap news from the Vanderbilt REDCap team and consortium members; how-to sessions and demonstrations from Vanderbilt; support models and interesting use cases from consortium members.
- Weekly consortium assistance web meetings with the lead developer for additional technical and administrative support when conversation is needed for a specific issue.
- Committee and group logistical support as needed to assist with committee tasks and goals.
- Annual REDCapCon face-to-face meeting for team building, networking and educational opportunities.
- Personal guidance to resources through redcap@vanderbilt.edu.
- REDCap Mobile App support through redcapapp@vanderbilt.edu.

WSARC provides the support services to these applications for WSU. WSRI however, does not presently use this product suite since it is primarily geared to medical / health care research and development.

5. **NCMR Services Provided for WSU Training Activities.**

WSARC provides access to the NCMR site for various training activities throughout the year for the WSU Police Department and the Department of Environmental Health and Safety.
6. **NCMR Training Services Provided to the College of Nursing and Health.**

WSARC supports the WSU College of Nursing and Health by providing facilities and support for a 4 day class that utilizes all aspects of the site. This event occurs twice per year. The support includes facilities and personnel to help make the event successful.

7. **Commercialization Services Provided.**

WSARC supports the WSU commercialization activities on an as-required basis.

8. **Services Provided to Intelligence Analyst Training and Certification Courses.**

WSARC maintains a Cooperative Research and Development Agreement (CRADA) with the 711th Human Performance Wing at Wright-Patterson AFB. Through this CRADA, WSARC may sponsor personnel security clearances for individuals who have completed basic intelligence analysis training as long as WSARC provides such analysts to the 711th HPW on an as-needed basis for human performance evaluations.

WSARC agrees to work in concert with WSU to sponsor individuals who have completed intelligence analyst training and certification programs. Sponsorship will include:

- Conducting citizenship verification.
- Processing individuals for TOP SECRET security clearances through the electronic Personnel Security Questionnaire.
- Obtaining electronic fingerprints.
- Conducting initial and refresher security awareness training.
- Maintaining personnel security records and individual reporting.
- Conducting foreign travel briefings and debriefings.

9. **General WSRI/WSARC Services Provided to WSU.**

The following items are normal support to WSU as a part of being an affiliated and collaborative entity. A summary of the reports and services are provided below:

- Proposal Writing Support as required.
- Small Business Plan Support.

15. **Due to WSARC from WSU.**

WSU will pay WSARC on all invoices in less than 60 days. These payment terms will include a 2% interest charge if the payable remains open for more than 60 days.
<table>
<thead>
<tr>
<th>University Resources Provided to WSRI</th>
<th>Use</th>
<th>Estimated Annual Cost (Includes 50% F&amp;A)</th>
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<tbody>
<tr>
<td>WSU HR Services</td>
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<tr>
<td>HR Business Partner - 20% effort</td>
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<td>HR Analyst - 10% effort</td>
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<td>Hiring and Training support</td>
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<td>Procurement using Wright Buy</td>
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<td>Staff to support Purchasing of re-embursables from WSARC</td>
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<td>Graduate Studies</td>
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<td>Insurance for WSARC and NCMR provided by IUC</td>
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<td>Police Security Services for NCMR</td>
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<td>Organizational Leadership</td>
<td>Dr Stephanie Goodwin Reimburse Directly through Foundation</td>
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<td>Due to WSU from WSARC Annual Interest</td>
<td>WSARC will pay WSU, in less than 60 days, on all invoices related to salary and fringe for WSRI employees and that have been paid by WSU payroll. These payment terms will include a 2% interest charge on an average 60 day balance of $3.0. This will be re-evaluated each year at the time of the shared services agreement renewal.</td>
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<td>Cost of Annual Security Awareness Training</td>
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<td>ISSM support for CaTS team on NET</td>
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<td>University Emergency Operations Center housed in WSRI Building</td>
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<td>Host Boonshaft School of Medicine Red Cap</td>
<td>Value of 2000 Sq ft</td>
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<td>NCMR Services to WSU for Training of Police</td>
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<td>College of Nursing NDHC Course at NCMR</td>
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