NEGOTIATION AGREEMENT

INSTITUTION: THE COLLEGE OF WILLIAM & MARY WILLIAMSBURG, VIRGINIA 23187-8795

The Facilities and Administrative (F&A) rate contained herein is for use on grants, contracts and/or other agreements issued or awarded to The College of William & Mary (W&M) by all Federal Agencies of the United States of America, in accordance with the cost principles mandated by 2 CFR 200. This rate shall be used for forward pricing and billing purposes for W&M's Fiscal Year 2017. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Year 2017.

Section I: RATES - TYPE: Provisional (PROV)

<table>
<thead>
<tr>
<th>TYPE</th>
<th>FROM</th>
<th>TO</th>
<th>RATE</th>
<th>LOCATION</th>
<th>BASE</th>
<th>APPLICABLE TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROV</td>
<td>7/1/2016</td>
<td>6/30/2017</td>
<td>47.0%</td>
<td>On-Campus</td>
<td>(a)</td>
<td>Organized Research</td>
</tr>
</tbody>
</table>

DISTRIBUTION BASE

(a) MTDC, as defined in 2 CFR 200, means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000.

SECTION II - GENERAL TERMS AND CONDITIONS

A. LIMITATIONS: Use of the rate set forth under Section I is subject to any statutory or administrative limitations and is applicable to a given grant, contract or other agreement only to the extent that funds are available and consistent with any and all limitations of cost clauses or provisions, if any, contained therein. Acceptance of any or all of the rates agreed to herein is predicated upon all the following conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost pool as finally accepted and that all such costs are legal obligations of the grantee/contractor and allowable under governing cost principles; (2) that the same costs that have been treated as indirect costs are not claimed as direct costs; (3) that similar types of costs, in like circumstances, have been accorded consistent accounting treatment; (4) that the information provided by the contractor/grantee, which was used as the basis for the acceptance of the rate agreed to herein and expressly relied upon by the Government in negotiating the said rate, is not subsequently found to be materially incomplete or inaccurate.
B. ACCOUNTING CHANGES: The rate contained in Section I of this agreement is based on the accounting system in effect at the time this agreement was negotiated. Changes to the method(s) of accounting for costs, which affects the amount of reimbursement resulting from the use of this rate, require the written approval of the authorized representative of the cognizant negotiating agency for the Government prior to implementation of any such changes. 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 such approval may result in subsequent cost disallowances.

C. PROVISIONAL RATES: The provisional rate contained in this agreement is subject to unilateral amendment by the Government or bilateral amendment by the contracting parties at any time.

D. USE BY OTHER FEDERAL AGENCIES: The rate set forth in Section I hereof was negotiated in accordance with and under the authority set forth in 2 CFR 200. Accordingly, such rate shall be applied to the extent provided in such regulations to grants, contracts and other transactions to which 2 CFR 200 is applicable, subject to any limitations in part A of this section. Copies of this document may be provided by either party to other Federal agencies to provide such agencies with documentary notice of this agreement and its terms and conditions.

E. SPECIAL REMARKS: The Government’s agreement with the rate set forth in Section I is not an acceptance of The College of William & Mary’s accounting practices or methodologies. Any reliance by the Government on cost data or methodologies submitted by The College of William & Mary is on a non-precedence-setting basis and does not imply Government acceptance.

Accepted:

FOR THE COLLEGE OF WILLIAM & MARY:

[Signature]
Amy S. Sabring
Chief Financial Officer
6/20/16

FOR THE U.S. GOVERNMENT:

[Signature]
Linda B. Shipp
Contracting Officer
1/20/16

For information concerning this agreement contact:
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Office of Naval Research

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