NEGOTIATION AGREEMENT

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

The Facilities and Administrative (F&A) cost rate contained herein is for use on grants, contracts and/or other agreements issued or awarded to The College of William & Mary (WMCM) by all Federal Agencies of the United States of America, in accordance with the cost principles mandated by 2 CFR Part 200. This rate shall be used for forward pricing and billing purposes for The College of William & Mary Fiscal Years 2019 through 2020. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Years 2019 through 2020.

Section I: RATES - TYPE: PREDETERMINED (PRED)

F&A Rates:

<table>
<thead>
<tr>
<th>TYPE</th>
<th>FROM</th>
<th>TO</th>
<th>RATE</th>
<th>BASE</th>
<th>APPLICABLE TO</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRED</td>
<td>7/1/2018</td>
<td>6/30/2020</td>
<td>41.8%</td>
<td>(a)</td>
<td>Organized Research</td>
<td>On-Campus</td>
</tr>
</tbody>
</table>

DISTRIBUTION BASE

(a) Modified Total Direct Cost (MTDC) consisting of all direct salaries and wages, applicable fringe benefits, material 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). Equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support cost as well as the portion of each subaward in excess of $25,000 shall be excluded from modified total direct cost.

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 the rate agreed to herein is predicated upon all the following conditions: (1) that no costs other than those incurred by the recipient/contractor were included in its indirect cost pool as finally accepted and that all such costs are legal obligations of the recipient/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 recipient/contractor, 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. PREDETERMINED RATES: The predetermined rate contained in this agreement is not subject to adjustment in accordance with the provisions of 2 CFR Part 200, subject to the limitations contained in Part A of this section.

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 Part 200. Accordingly, such rate shall be applied to the extent provided in such regulations to grants, contracts and other agreements to which 2 CFR Part 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. DFARS WAIVER: Signature of this agreement by the authorized representative of The College of William and Mary and the Government acknowledges and affirms the University’s request to waive the prohibition contained in DFARS 231.303(1) and the Government’s exercise of its discretion contained in DFARS 231.303(2) to waive the prohibition in DFARS 231.303(1). The waiver request by The College of William and Mary is made to simplify the University’s overall management of DOD cost reimbursements under DOD contracts.

F. 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:

Amy Sebring
Chief Financial Officer

Date: 6/24/18

FOR THE U.S. GOVERNMENT:

Beth A. Snyder
Contracting Officer

Date: 6/25/2018

For information concerning this agreement contact:

Linda Wood
Office of Naval Research

Phone: (703) 588-2254
E-mail: linda.m.wood@navy.mil
RATE COMPONENT SHEET

Institution: The College of William & Mary
FY Covered: 2019-2020

Function Rate is Applicable to: Organized Research - On Campus

Type of Rate: Predetermined

Distribution Base: MTDC $14,670,682

RATE COMPONENTS:

1. ADMINISTRATIVE:
   A. G&A 11.3%
   B. DA 7.6%
   C. DA Allowance 3.6%
   D. SPA 4.9%
   E. Administrative Cap Adjustment (1.4%)
      Subtotal Administrative 26.0%

2. FACILITIES
   A. Buildings Deprec. 5.6%
   B. Equipment Deprec. 1.5%
   C. O&M 7.5%
   D. Library 1.2%
      Subtotal Facilities 15.8%

   TOTAL 41.8%

FOR THE COLLEGE OF WILLIAM & MARY

Amy Sebring
Chief Financial Officer

Date 6/21/18

FOR THE U.S. GOVERNMENT:

Beth A. Snyder
Contracting Officer

Date 6/25/2018

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