



DEPARTMENT OF THE NAVY

OFFICE OF NAVAL RESEARCH
875 NORTH RANDOLPH STREET
SUITE 1425
ARLINGTON, VA 22203-1995

Agreement Date: June 23, 2021
[Supersedes Agreement Dated: July 1, 2020]

NEGOTIATION AGREEMENT

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

The Facilities and Administrative (F&A) Cost rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to the College of William & Mary by all Federal Agencies of the United States of America, in accordance with the provisions and cost principles mandated by 2 CFR Part 200. These rates shall be used for forward pricing and billing purposes for the College of William & Mary Fiscal Years 2021 and 2022. This rate agreement supersedes all previous rate agreements/determinations related to these rates for Fiscal Years 2021 and 2022.

Section I: RATES - TYPE: PREDETERMINED (PRED)

F&A Rates:

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
PRED	7/1/2020	6/30/2021	44.0%	(a)	Organized Research	On-Campus
PRED	7/1/2021	6/30/2022	50.7%	(a)	Organized Research	On-Campus

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 rates set forth under Section I is subject to availability of funds and to any other statutory or administrative limitations. The rates are 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 rates agreed to herein is predicated upon the following conditions: (1) that no costs other than those incurred by the institution were included in this indirect cost pool as finally accepted and that such costs are legal obligations of the institution 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 have been accorded consistent accounting treatment; and (4) that the information provided by the institution which was used as a basis for

acceptance of the rates agreed to herein, and expressly relied upon by the Government in negotiating and accepting the said rates is not subsequently found to be materially incomplete or inaccurate.

B. ACCOUNTING CHANGES: The rates contained in Section I of this agreement are based on the accounting system in effect at the time the agreement was negotiated. Changes to the method(s) of accounting for costs, which affect the amount of reimbursement resulting from the use of the rates, require the prior written approval of the authorized representative of the cognizant agency for indirect costs. 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 rates contained in this agreement are 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 rates set forth in Section I are negotiated in accordance with and under the authority set forth in 2 CFR Part 200. Accordingly, such rates shall be applied to the extent provided in such regulations to grants, contracts, and other agreements to which 2 CFR Part 200 applies, 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 rates 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:

FOR THE U.S. GOVERNMENT:

AMY SEBRING
Chief Operating Officer

R. BRIAN BRADLEY
Contracting Officer

06/23/21

24 JUN 2021

Date

Date

For information concerning this agreement contact:

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