



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

Agreement Date: June 28, 2023

NEGOTIATION AGREEMENT

INSTITUTION: **COLLEGE OF WILLIAM & MARY
 VIRGINIA INSTITUTE OF MARINE SCIENCES (VIMS)
 WILLIAMSBURG, VIRGINIA 23187**

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, Virginia Institute of Marine Sciences (VIMS) by all Federal Agencies of the United States of America, in accordance with the provisions and cost principles mandated by 2 CFR Part 200. This rate shall be used for forward pricing and billing purposes for the Virginia Institute of Marine Sciences' Fiscal Years 2024 and 2025. This rate agreement supersedes all previous rate agreements/determinations related to this rate for Fiscal Years 2024 and 2025.

Section I: RATES - TYPE: PREDETERMINED (PRED)

F&A Rate:

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
Pred	7/1/23	6/30/25	52.4%	(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 costs 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 any or all 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 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 affect the amount of reimbursement resulting from the use of this rate, 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 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 is 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 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.

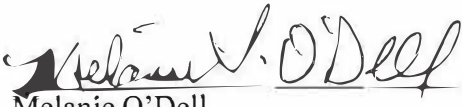
E. DFARS WAIVER: Signature of this agreement by the authorized representative of the Virginia Institute of Marine Sciences and the Government acknowledges and affirms the University's request to waive the prohibition contained in DFARS 231.303(1) and the Government's exercise of its discretion contained in DFARS 231.303(2) to waive the prohibition in DFARS 231.303(1) for the Organized Research rate. The waiver request by the Virginia Institute of Marine Sciences is made to simplify the University's overall management of DOD cost reimbursements under DoD contracts.

F. SPECIAL REMARKS:

1. The Government's agreement with the rate set forth in Section I is not an acceptance of the Virginia Institute of Marine Sciences' accounting practices or methodologies. Any reliance by the Government on cost data or methodologies submitted by the Virginia Institute of Marine Sciences is on a non-precedence-setting basis and does not imply Government acceptance.

Accepted:

FOR THE VIRGINIA INSTITUTE
OF MARINE SCIENCES:



Melanie O'Dell
Chief Financial Officer

6/28/2023
Date

FOR THE U.S. GOVERNMENT:

Sharon Gales
Contracting Officer

6/28/2023
Date

For information concerning this agreement contact:

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