



DEPARTMENT OF THE NAVY

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

Agreement Date: September 13, 2018

NEGOTIATION AGREEMENT

**INSTITUTION: Stanford University
Stanford, California 94305**

The Facilities and Administrative (F&A), Staff Benefits, and Vacation/Accrual Disability Sick Leave cost rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to Stanford University by all Federal Agencies of the United States of America, in accordance with the cost principles mandated by 2 CFR Part 200. These rates shall be used for forward pricing and billing purposes for Stanford University's Fiscal Years 2019. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Year 2019.

Section I: RATES - TYPE: PROVISIONAL (PROV)

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>
Prov	9/1/18	8/31/19	56.50%	(a)	Organized Research	On Campus
Prov	9/1/18	8/31/19	29.30%	(a)	Organized Research	Off Campus
Prov	9/1/18	8/31/19	37.70%	(a)	Sponsored Instruction	On Campus
Prov	9/1/18	8/31/19	28.60%	(a)	Sponsored Instruction	Off Campus
Prov	9/1/18	8/31/19	37.80%	(a)	Other Sponsored Activities	On Campus
Prov	9/1/18	8/31/19	28.40%	(a)	Other Sponsored Activities	Off Campus
Prov	9/1/18	8/31/19	79.60%	(b)	Animal Care	VSC*

* Veterinary Service Center (VSC)

Staff Benefits:

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
Prov	9/1/18	8/31/19	29.20%	(c)	Regular Benefits-Eligible Employees	All ¹
Prov	9/1/18	8/31/19	25.40%	(c)	Post-Doctoral Research Affiliates	All
Prov	9/1/18	8/31/19	8.40%	(c)	Contingent Employees	All
Prov	9/1/18	8/31/19	5.10%	(c)	RA/TA Graduate Student Health Benefits ²	All

Vacation Accrual/Disability Sick Leave:

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>Rate</u>	<u>Base</u>	<u>Applicable To</u>	<u>Location</u>
Prov	9/1/18	8/31/19	8.80%	(d)	Regular Benefits-Eligible Exempt and Non-Exempt Staff	All (excl SLAC)

¹Includes employees working at Stanford Linear Accelerator Center (SLAC)

²Research and Teaching Assistants

DISTRIBUTION BASES

- (a) Modified Total Direct Cost (MTDC), consisting of salaries and wages, 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). Equipment, capital expenditures, charges for patient care, tuition remission, rental costs, 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 costs. Equipment is defined as having an acquisition cost which equals or exceeds \$5,000 and a useful life of more than one year.
- (b) VSC direct costs.
- (c) Direct Salaries and Wages including vacation, holidays, and sick leave, where applicable.
- (d) Direct Salaries and Wages including holidays and sick leave (excluding disability sick leave), where applicable.

SECTION II: GENERAL TERMS AND CONDITIONS

A. LIMITATIONS: Use of the rates 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 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 rates agreed to herein and expressly relied upon by the Government in negotiating 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 this agreement was negotiated. Changes to the method(s) of accounting for costs, which affects the amount of reimbursement resulting from the use of these rates, 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 rates contained in this agreement are subject to unilateral amendment by the Government or bilateral amendment by the contracting parties at any time.

D. USE BY OTHER FEDERAL AGENCIES: The rates set forth in Section I hereof were 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 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 Stanford University 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 Stanford University is made to simplify the University's overall management of DOD cost reimbursements under DOD contracts.

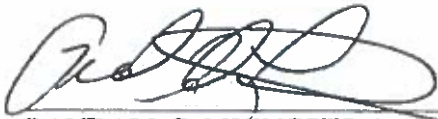
F. SPECIAL REMARKS:

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

Accepted:

FOR STANFORD UNIVERSITY:

FOR THE U.S. GOVERNMENT:



RANDALL S. LIVINGSTON
Vice President for Business Affairs
And Chief Financial Officer

9/13/2018

Date



BETTY J. TINGLE
Contracting Officer

9.13.18

Date

For information concerning this agreement contact:

Betty Tingle
Office of Naval Research

Phone: (703) 696-7742
E-mail: betty.tingle@navy.mil