



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

Agreement Date: March 5, 2018
 [Supersedes Rate Agreement dated August 30, 2017]

NEGOTIATION AGREEMENT

**INSTITUTION: STANFORD UNIVERSITY
 STANFORD, CALIFORNIA 94305**

The Staff Benefits 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 the Stanford University Fiscal Year 2018. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Year 2018.

Section I: RATES - TYPE: FIXED (FIXED)

Staff Benefits:

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>Rate</u>	<u>Base</u>	<u>Applicable To</u>	<u>Location</u>
Fixed	9/1/17	8/31/18	29.9%	(a)	Regular Benefits-Eligible Employees	All ¹
Fixed	9/1/17	8/31/18	23.5%	(a)	Post-Doctoral Research Affiliates	All
Fixed	9/1/17	8/31/18	8.5%	(a)	Contingent Employees	All
Fixed	9/1/17	8/31/18	5.0%	(a)	TA/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>
Fixed	9/1/17	8/31/18	8.77%	(b)	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) Direct Salaries and Wages including vacation, holidays, and sick leave, where applicable.
- (b) 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. FIXED RATES WITH CARRY-FORWARD PROVISIONS: The fixed rates contained in this agreement are based on estimates of the costs for FY 2018. When actual costs for this fiscal year are determined, adjustments will be applied to a subsequent rate negotiation to recognize the difference between the FY 2018 estimated costs used to establish the fixed rates and the negotiated actual FY 2018 costs.

D. CARRY-FORWARD AMOUNTS: The following final and estimated carry-forward amounts were considered in the establishment of the FY 2018 fixed rates: () denotes over-recovery.

	Final FY 2007	Estimated FY 2013	Estimated FY 2014	Estimated FY 2016
<u>Staff Benefits:</u>				
Reg Employees			1,871,000	6,826,000
Post Doc RA		(1,106,000)	(559,000)	(1,182,000)
Contingent Employees			83,000	(158,000)
RA/TA Health				(175,000)
<u>Vac Accrual/Disability Sick Leave:</u>	(253,000)			1,449,782

E. 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.

F. SPECIAL REMARKS: The Staff Benefits rates in Section I are applicable to all Stanford University employees, including employees located at SLAC. Stanford University's recovery of staff benefits costs allocable to SLAC by another method of reimbursement, other than the staff benefits rates in Section I, shall be fully disclosed to the Office of Naval Research prior to reimbursement.

Accepted:

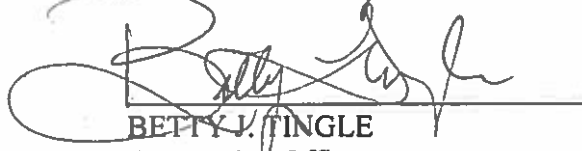
FOR STANFORD UNIVERSITY:



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

March 6, 2018
Date

FOR THE U.S. GOVERNMENT:



BETTY J. TINGLE
Contracting Officer

3/6/2018
Date

For information concerning this agreement contact:

Betty Tingle, Contracting Officer
Office of Naval Research

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