



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

Agreement Date: August 30, 2017

**PROVISIONAL RATE AGREEMENT**

**INSTITUTION:** STANFORD UNIVERSITY  
 Stanford, California 94305

The Staff Benefit 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 provisions and cost principles mandated by 2 CFR Part 200. These rates shall be used for forward pricing and billing purposes for Stanford University's Fiscal Year 2018. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Year 2018.

**Section I: RATES - TYPE: PROVISIONAL (PROV)**

**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.	9/1/17	8/31/18	29.9%	(a)	Regular Benefits-Eligible Employees	All <sup>1</sup>
Prov.	9/1/17	8/31/18	23.5%	(a)	Post-Doctoral Research Affiliates	All
Prov.	9/1/17	8/31/18	8.5%	(a)	Contingent Employees	All
Prov.	9/1/17	8/31/18	5.0%	(a)	RA/TA Graduate Student Health Benefits <sup>2</sup>	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.	9/1/17	8/31/18	8.77%	(b)	Regular Exempt, Non-Exempt and Bargaining Unit Employees	All (excl SLAC)

<sup>1</sup>includes employees working at Stanford Linear Accelerator Center (SLAC)

<sup>2</sup>Research 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.

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## **SECTION II - GENERAL TERMS AND CONDITIONS**

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**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 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 the 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 have been accorded consistent accounting treatment; and (4) that the information provided by the recipient/grantee, which was used as the basis for the acceptance of the rates agreed to herein and expressly relied upon by the Government in establishing 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 this agreement was established. 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. 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

8/30/2017

Date

FOR THE GOVERNMENT:



BETH A. SNYDER  
Contracting Officer

8/31/2017

Date

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*For information concerning this agreement contact:*

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Office of Naval Research, Indirect Cost Branch/Code 242

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