



**DEPARTMENT OF THE NAVY**

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

IN REPLY REFER TO:

Agreement Date: December 5, 2013  
[Supersedes Agreement Dated: November 1, 2010]

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**NEGOTIATION AGREEMENT**

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**INSTITUTION: BOSTON VA RESEARCH INSTITUTE, INC. (BVARI)  
BOSTON, MA 02130**

The Indirect Cost and Fringe Benefits rates contained herein are for use on grants and contracts with all Federal Agencies of the United States of America, in accordance with the provisions and cost principles mandated by 2 CFR 230 (formerly OMB Circular A-122). These rates shall be used for forward pricing and billing purposes for the Boston VA Research Institute, Inc. Fiscal Year 2013. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Year 2013.

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

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**Indirect Rates:**

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
PROV.	1/1/2013	12/31/2013	23.2%	(a)	All Programs	All

**Fringe Benefits Rates:**

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
PROV.	1/1/2013	12/31/2013	36.4%	(b)	All Programs	All

**DISTRIBUTION BASES:**

- (a) Modified Total Direct Costs (MTDC) consisting of all salaries and wages, fringe benefits, materials and supplies, services, travel, subgrants, subcontracts, and study site payments (defined in Section II, paragraph E.2.) up to the first \$25,000 of each subgrant, subcontract, and study site payment, regardless of the period covered by the subgrant, subcontract or study site payment. MTDC does not include equipment, capital expenditures, charges for patient care, rental costs, the portion of each subgrant, subcontract, and study site payment in excess of \$25,000, participant support costs or Intergovernmental Personnel Agreement (IPA) costs.
- (b) Salaries and wages.

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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 or contract only to the extent that funds are available. Acceptance of the rates agreed to herein is predicated upon the following conditions: (1) that no costs other than those incurred by the grantee/contractor were included in this indirect cost pool as finally accepted and that such costs are legal obligations of the grantee/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 grantee/contractor 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 these rates require the prior approval of the authorized representative of the cognizant negotiation agency. 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 are negotiated in accordance with and under the authority set forth in 2 CFR 230. Accordingly, such rates shall be applied to the extent provided in such regulations to grants, contracts, and other transactions to which 2 CFR 230 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 which have or intend to issue or award sponsored agreements using these rates or to otherwise provide such agencies with documentary notice of this agreement and its terms and conditions.

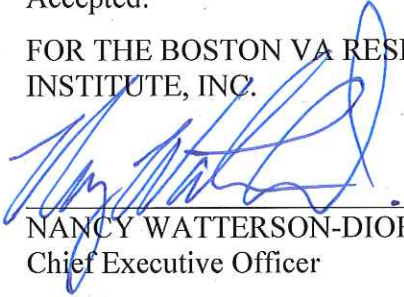
**E. SPECIAL REMARKS:**

1. The rates included in Section I are not intended to be applied to Intergovernmental Personal Act (IPA) costs. If Boston VA Research Institute, Inc. elects to seek reimbursement of indirect costs associated with IPA agreements, then the Boston VA Research Institute, Inc and the Office of Naval Research shall establish a special indirect cost rate for IPA agreements in accordance with the provisions of 2 CFR 230.

2. Study site payments are defined as BVARI directed clinical trial activities at other sites.

Accepted:

FOR THE BOSTON VA RESEARCH  
INSTITUTE, INC.



NANCY WATTERSON-DIORIO  
Chief Executive Officer

12/9/2013

Date

FOR THE U.S. GOVERNMENT:



BETH A. SNYDER  
Contracting Officer

12/9/2013

Date

*For information concerning this agreement contact:*

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