



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

IN REPLY REFER TO:

Agreement Date: August 8, 2022

NEGOTIATION AGREEMENT

**INSTITUTION: Boston VA Research Institute, Inc.
 Boston, MA 02130**

The Indirect Cost and Fringe Benefits rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to the Boston VA Research Institute, Inc. 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 the Boston VA Research Institute, Inc. Fiscal Year 2023. This rate agreement supersedes all previous rate agreements/determinations related to these rates for Fiscal Year 2023.

Section I: RATES - TYPE: PROVISIONAL (PROV)

Indirect Rate:

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
PROV.	1/1/23	12/31/23	30.9%	(a)	All Programs	All

Fringe Benefits Rate:

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
PROV.	1/1/23	12/31/23	39.1%	(b)	All Programs	All

Intergovernmental Personnel Act (IPA) Rate:

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
PROV.	1/1/23	12/31/23	1.5%	(c)	IPA Programs	All

DISTRIBUTION BASES

- (a) Modified Total Direct Costs (MTDC) consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, subawards, and study site payments (defined in Section II, paragraph E.2. below) up to the first \$25,000 of each subaward, and study site payment, regardless of the period of performance covered by the subaward or study site payment. Equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, the portion of each subaward and study site payment in excess of \$25,000 and Intergovernmental Personnel Agreement (IPA) costs shall be excluded.

- (b) Salaries and wages
- (c) Total Intergovernmental Personnel Act (IPA) Costs consisting of IPA salaries and wages, fringe benefits, travel, conferences and meetings.

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 or contract or other agreement 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 organization were included in this indirect cost pool as finally accepted and that such costs are legal obligations of the organization 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 organization 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 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. 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 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 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. SPECIAL REMARKS:


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

2. Study site payments are defined as Boston VA Research Institute, Inc. directed clinical trial activities at other sites.

Accepted:
FOR THE BOSTON VA RESEARCH
INSTITUTE, INC.:

FOR THE U.S. GOVERNMENT:

Patricia
McNulty

 Digitally signed by Patricia
McNulty
Date: 2022.08.08 12:39:40
-04'00'

Patricia McNulty
Chief Executive Officer

Beth Snyder
Contracting Officer

8 Aug 2022

Date

8/8/2022

Date

For information concerning this agreement contact:

Beth Snyder
Office of Naval Research

Phone: (571) 416-9032
E-mail: beth.a.snyder14.civ@us.navy.mil