



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

Agreement Date: June 28, 2018

NEGOTIATION AGREEMENT

INSTITUTION: **COLORADO SCHOOL OF MINES  
GOLDEN, COLORADO 80401**

The Facilities and Administrative (F&A) cost rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to the Colorado School of Mines (CSM) 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 CSM's Fiscal Years 2019 through 2021. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Years 2019 through 2021.

**Section I: RATES - TYPE: PREDETERMINED (PRED)**

**F&A Rates:**

Type	From	To	<u>Rate</u> On-campus	<u>Rate</u> Off-campus	Base	Applicable To	Location
Pred	7/1/18	6/30/19	51.7%	26.0%	(a)	Organized Research	All
Pred	7/1/19	6/30/20	51.9%	26.0%	(a)	Organized Research	All
Pred	7/1/20	6/30/21	52.0%	26.0%	(a)	Organized Research	All
Pred	7/1/18	6/30/19	51.9%	26.0%	(a)	Instruction/Department Research	All
Pred	7/1/19	6/30/20	51.4%	26.0%	(a)	Instruction/Department Research	All
Pred	7/1/20	6/30/21	50.1%	26.0%	(a)	Instruction/Department Research	All

DISTRIBUTION BASES

- (a) Modified Total Direct Costs (MTDC), as defined in 2 CFR Part 200, consisting of direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award (regardless of the period of performance of the sub-awards under the award). MTDC excludes equipment (defined as having a useful life of more than two years, and an acquisition cost of \$5,000 or more per unit), capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each sub-award in excess of \$25,000.

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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 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. **PREDETERMINED RATES:** The predetermined rates contained in this agreement are not subject to adjustment in accordance with the provisions of 2 CFR Part 200, subject to the limitations contained in Part A of this section.

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/or 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 the Colorado School of Mines (CSM) 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 the CSM is made to simplify the University's overall management of DOD cost reimbursements under DOD contracts.

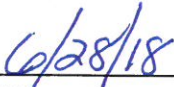
F. **SPECIAL REMARKS:** The Government's agreement with the rates set forth in Section I is not an acceptance of the Colorado School of Mines' accounting practices or methodologies. Any reliance by the Government on cost data or methodologies submitted by the Colorado School of Mines is on a non-precedence-setting basis and does not imply Government acceptance.

Accepted:

FOR THE COLORADO SCHOOL  
OF MINES:



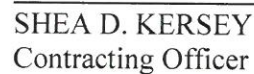
TRESSA C. RIES  
Controller



Date

*For information concerning this Agreement contact:*  
Shea D. Kersey, Contracting Officer  
Office of Naval Research

FOR THE U.S GOVERNMENT:



SHEA D. KERSEY  
Contracting Officer

June 28, 2018

Date

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