



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

Agreement Date: February 22, 2017
 [Supersedes Agreement Dated: July 18, 2016]

NEGOTIATION AGREEMENT

**INSTITUTION: MASSACHUSETTS INSTITUTE OF TECHNOLOGY
 CAMBRIDGE, MA 02139-4307**

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 Massachusetts Institute of Technology by all Federal Agencies of the United States of America, in accordance with the cost principles mandated by 2 CFR 200. These rates shall be used for forward pricing and billing purposes for the Massachusetts Institute of Technology Fiscal Year 2017. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Year 2017.

Section I: RATES - TYPE: FIXED (FIXED)

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
Fixed	7/1/16	6/30/17	54.7%	(a)	Organized Research	On Campus
Fixed	7/1/16	6/30/17	6.0%	(a)	Organized Research	Off Campus

DISTRIBUTION BASES

(a) Modified Total Direct Cost (MTDC), consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

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 grantee/contractor were included in its indirect cost pool as finally accepted and that all 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, in like circumstances, have been accorded consistent accounting treatment; (4) that the information provided by the contractor/grantee, 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 2017. When actual costs for this fiscal year are determined, adjustments will be applied to the next subsequent rate negotiation to recognize the difference between the FY 2017 estimated costs used to establish the fixed rates and the negotiated actual FY 2017 costs.

D. CARRY-FORWARD AMOUNTS: The following carry-forward amounts were considered in the establishment of the FY 2017 rates. () indicates over-recovery

	<u>On Campus</u>	<u>Off Campus</u>
FY 2013 Estimated	(\$2,517,000)	\$0
FY 2014 Estimated	(\$3,261,000)	\$1,968,000
FY 2015 Estimated	(\$5,050,000)	\$2,933,000

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 200. Accordingly, such rates shall be applied to the extent provided in such regulations to grants, contracts and other agreements to which 2 CFR 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.

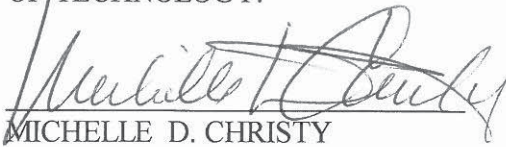
F. SPECIAL REMARKS:

1. Off Campus rates are used when the preponderance of effort is performed at Lincoln Laboratory, Haystack Observatory or other off-site locations.

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

3. Signature of this agreement by the authorized representatives of MIT and the Government acknowledges and affirms the Institute's request for waiver of 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 MIT is made to simplify the Institute's overall management of DOD cost reimbursement under DOD contracts.

FOR MASSACHUSETTS INSTITUTE
OF TECHNOLOGY:


MICHELLE D. CHRISTY
Director, Office of Sponsored Programs

2/22/2017
Date

FOR THE U.S. GOVERNMENT:

SNYDER.BETH.A.1379326664
A.1379326664
Digitally signed by
SNYDER.BETH.A.1379326664
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USN,
cn=SNYDER.BETH.A.1379326664
Date: 2017.02.23 10:33:46 -05'00'

BETH A. SNYDER
Contracting Officer

Date

For information concerning this agreement contact:

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Office of Naval Research

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