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

IN REPLY REFER TO:

Agreement Date: June 28, 2012

# NEGOTIATION AGREEMENT

Institution: UNIVERSITY OF DENVER
2199 S. UNIVERSITY BLVD.
DENVER, COLORADO 80208

The Fringe Benefits Rates, and ERI Animal Care Facility Rate contained herein are for use on grants, contracts and/or other agreements issued or awarded to the University of Denver by all Federal Agencies of the United States of America, in accordance with the provisions and cost principles mandated by 2 CFR Part 220 – formerly Office of Management and Budget (OMB) Circular A-21. These rates shall be used for forward pricing and billing purposes at the University of Denver for Fiscal Years 2013. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Years 2013.

**SECTION I: RATES - TYPE: Provisional (Prov.)**

| Type | From | To | Rate | Base | Applicable To | Location |
|---|---|---|---|---|---|---|
| | | | Fringe Benefits Rates: | | | |
| Prov. | 7/1/12 | 6/30/13 | 26.0% | (a) | Appointed | All |
| Prov. | 7/1/12 | 6/30/13 | 7.6% | (b) | Non-Appointed | All |
| Prov. | 7/1/12 | 6/30/13 | 1.5% | (b) | Students | All |
| | | | Lab Rate: | | | |
| Prov. | 7/1/12 | 6/30/13 | $0.80 | (c) | ERI Animal Care Facility | On-Campus |

DISTRIBUTION BASES:

The following bases are applicable to the above cited rates:
(a) Total Salaries and Wages, including holidays, vacations, sick leave, and overtime.
(b) Total Salaries and Wages and overtime.
(c) Per diem charge per cage used.

## 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 the rates agreed to herein is predicated upon all of 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 regulations; (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 the 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 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 costs from indirect to direct. Failure to obtain such approval may result in subsequent cost disallowances.

C. **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 220. Accordingly, such rates shall be applied to the extent provided in such regulation to grants and contracts to which 2 CFR Part 220 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 which have or intend to issue or award grants and contracts using these rates or to otherwise provide such agencies with documentary notice of this agreement and its terms and conditions.

D. **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.

Acceptance:

FOR THE UNIVERSITY:

CRAIG WOODY
Vice Chancellor for
Business and Financial Affairs

6-28-2012
Date

FOR THE U.S GOVERNMENT:

DEBORAH K. RAFI
Contracting Officer

6/28/2012
Date

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*For information concerning this agreement contact:*

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