



Agreement Date: July 10, 2020

NEGOTIATION AGREEMENT

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

The Indirect Cost rate contained herein is 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. The rate shall be used for forward pricing and billing purposes for the Boston VA Research Institute, Inc. Fiscal Year 2021. This rate agreement supersedes all previous rate agreements/determinations related to these rates for Fiscal Year 2021.

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.	1/1/21	12/31/21	29.5%	(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.	1/1/21	12/31/21	39.0%	(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.	1/1/21	12/31/21	1.5%	(c)	IPA Programs	All

DISTRIBUTION BASES

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

(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 rate set forth under Section I is subject to availability of funds and to any other statutory or administrative limitations. The rate is applicable to a given grant or contract or other agreement only to the extent that funds are available. Acceptance of the rate 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 rate agreed to herein, and expressly relied upon by the Government in negotiating and accepting the said rate is not subsequently found to be materially incomplete or inaccurate.

B. ACCOUNTING CHANGES: The rate contained in Section I of this agreement is 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 the rate 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 rate contained in this agreement is subject to unilateral amendment by the Government or bilateral amendment by the contracting parties at any time.

D. USE BY OTHER FEDERAL AGENCIES: The rate set forth in Section I is negotiated in accordance with and under the authority set forth in 2 CFR Part 200. Accordingly, such rate 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:

Amy H. Kimball
Digitally signed by Amy H.
Kimball
Date: 2020.07.10 12:05:47
-04'00'

Amy Kimball
Chief Executive Officer

7/10/20

Date

Linda Morgan Wood
Contracting Officer

7/10/20

Date

For information concerning this agreement contact:

Linda Wood
Office of Naval Research

Phone: (703) 588-2254
E-mail: linda.m.wood@navy.mil