



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

IN REPLY REFER TO:

Agreement Date: December 19, 2022

NEGOTIATION AGREEMENT

**INSTITUTION: Coalition for National Trauma Research
 San Antonio, TX 78230**

The Indirect Cost rate contained herein is for use on grants, contracts and/or other agreements issued or awarded to the Coalition for National Trauma Research by all Federal Agencies of the United States of America, in accordance with the provisions and cost principles mandated by 2 CFR Part 200. This rate shall be used for forward pricing and billing purposes for the Coalition for National Trauma Research Fiscal Year 2023. This rate agreement supersedes all previous rate agreements/determinations related to the rate for Fiscal Year 2023.

Section I: RATE - TYPE: PROVISIONAL (PROV)

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
Prov.	1/1/2023	12/31/2023	36.3%	(a)	All	All

DISTRIBUTION BASE

Modified Total Direct Costs (MTDC) as defined in 2 CFR Part 200, 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 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 RATE: 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: The Government's agreement with the rate set forth in Section I is not an acceptance of the Coalition for National Trauma Research accounting practices or methodologies. Any reliance by the Government on cost data or methodologies submitted by Coalition for National Trauma Research is on a non-precedence-setting basis and does not imply Government acceptance.

Accepted:

FOR THE COALITION FOR NATIONAL
TRAUMA RESEARCH:

FOR THE U.S. GOVERNMENT:



MICHELLE PRICE
Executive Director

BETH A. SNYDER
Contracting Officer

12/31/2022

Date

1/5/2023

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