



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

IN REPLY REFER TO:

Agreement Date: May 12, 2016

[Supersedes Agreement Dated: August 13, 2015]

## NEGOTIATION AGREEMENT

INSTITUTION: **THE PENNSYLVANIA STATE UNIVERSITY**  
**UNIVERSITY PARK, PA 16801-3857**

The Facilities and Administrative (F&A) rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to the Pennsylvania State University (PSU) by all Federal Agencies of the United States of America, in accordance with the cost principles mandated by 2 CFR 220. These rates shall be used for forward pricing and billing purposes for the PSU's Fiscal Year 2016. This rate agreement supersedes all previous rate agreements for Fiscal Year 2016.

### SECTION I – RATES – TYPE: FIXED

#### UNIVERSITY PARK

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u> <u>On Campus</u>	<u>RATE</u> <u>Off Campus</u>	<u>BASE</u>	<u>APPLICABLE TO</u>
Fixed	7/1/15	6/30/16	57.20%	26.00%	(a)	Organized Research (1) All Locations Except ARL <sup>1</sup> , EOC <sup>2</sup> , and HCM <sup>3</sup>
Fixed	7/1/15	6/30/16	64.00%	36.10%	(a)	Organized Research (2) All Locations Except ARL, EOC, and HCM
Fixed	7/1/15	6/30/16	43.20%	20.30%	(a)	Instruction All Locations Except ARL, EOC, and HCM

#### APPLIED RESEARCH LABORATORY

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>RATE</u> <u>Off Campus</u>	<u>BASE</u>	<u>APPLICABLE TO</u>
Fixed	7/1/15	6/30/16	9.00%	5.90%	(a)	Organized Research, ARL

<sup>1</sup> Applied Research Laboratory

<sup>2</sup> Electro-Optics Center

<sup>3</sup> Hershey College of Medicine

ELECTRO OPTICS CENTER

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>RATE</u> <u>Off Campus</u>	<u>BASE</u>	<u>APPLICABLE TO</u>
Fixed	7/1/15	6/30/16	7.50%	N/A	(a)	Organized Research, EOC

HERSHEY COLLEGE OF MEDICINE

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u> <u>On Campus</u>	<u>RATE</u> <u>Off Campus</u>	<u>BASE</u>	<u>APPLICABLE TO</u>
Fixed	7/1/15	6/30/16	54.70%	26.00%	(a)	Organized Research HCM

DISTRIBUTION BASES

(a) Modified total direct cost (which includes fringe benefits), excludes graduate tuition remission, capital equipment (defined as having an expected life of one year or more and acquisition cost of \$5,000 or more), plant construction, building amortization, the portion of each subaward in excess of \$25,000, patient care costs, and participant support costs.

APPLICABLE TO

(1) Applies to DOD contracts awarded before November 30, 1993, all Non-DOD Instruments, and all DOD grants (See Section II, paragraph F). (Capped)

(2) Applies to only DOD contracts awarded on or after November 30, 1993 in accordance with and under the authority of DFARS 231.303(1) (See Section II, paragraph F). (Uncapped)

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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 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 2016. 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 2016 estimated costs used to establish the fixed rates and the negotiated actual FY 2016 costs.

**D. CARRY-FORWARD AMOUNTS:** The following estimated carry-forward amounts were considered in the establishment of the FY2016.

<b>Liquidated in the FY 16 Fixed Rates</b>	
<b>Rate</b>	<b>FY14 Estimated</b>
<b>University Park Organized Research</b>	
On Campus Capped	\$10,642,164
Off Campus Capped	\$0
On Campus Uncapped	\$278,554
Off Campus Uncapped	\$24,595
<b>Instruction</b>	
On Campus Capped	(\$8,704,547)
<b>ARL</b>	
On Campus Capped	\$908,824
<b>EOC</b>	
On Campus Capped	\$8,506
<b>Hershey College of Medicine</b>	
On Campus Capped	\$0

( ) Denotes over-recovery.

**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 220. Accordingly, such rates shall be applied to the extent provided in such regulations to grants, contracts and other transactions to which 2 CFR 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 to provide such agencies with documentary notice of this agreement and its terms and conditions.

**F. APPLICATION OF INDIRECT COST RATES TO DOD CONTRACTS/SUBCONTRACTS:** In accordance with DFARS 231.303, no limitation (unless waived by the institution) may be placed on the reimbursement of otherwise allowable indirect costs incurred by an institution of higher education under a DOD contract awarded on or after November 30, 1993, unless the same limitation is applied uniformly to all other organizations performing similar work. It has been determined by the Department of Defense that such limitation is not being uniformly applied. Accordingly, the rates cited (2) of Section I, as explained under the title, "APPLICABLE TO" do not reflect the application of the 26% limitation on administrative indirect costs imposed by 2 CFR 220, whereas (1) do so.

**G. DFARS WAIVER:** Signature of this agreement by the authorized representative of the Pennsylvania State University 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) except for Organized Research at University Park. The waiver request by the Pennsylvania State University is made to simplify the University's overall management of DOD cost reimbursements under DOD contracts.

**H. SPECIAL REMARKS:**

1. The rates included in Section I are not intended to be applied to Intergovernmental Personnel Act (IPA) costs. If the Pennsylvania State University elects to seek reimbursement of F&A or internal overhead costs associated with IPA agreements, then the University and the Office of Naval Research shall establish special F&A and/or internal overhead rates for IPA agreements in accordance with the provisions of 2 CFR 220.
2. The Government's agreement with the rates set forth in Section I is not an acceptance of Pennsylvania State University's accounting practices or methodologies. Any reliance by the Government on cost data or methodologies submitted by Pennsylvania State University is on a non-precedence-setting basis and does not imply Government acceptance.

Accepted:

FOR PENNSYLVANIA STATE UNIVERSITY:

  
Joseph J. Doncsecz  
Associate Vice President for Finance and  
Corporate Controller

MAY 13 2016  
Date

FOR THE U.S. GOVERNMENT:

  
Linda B. Shipp  
Contracting Officer

5-16-16  
Date

*For information concerning this agreement contact:*  
Betty Tingle, Contract Specialist  
Office of Naval Research

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