



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

IN REPLY REFER TO

Agreement Date: July 1, 2009

NEGOTIATION AGREEMENT

Institution: COLORADO SCHOOL OF MINES
 GOLDEN, COLORADO 80401

The Facility and Administrative (F&A) Cost Rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to the Colorado School of Mines 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 Colorado School of Mines for Fiscal Year 2010. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Year 2010.

SECTION I: RATES - TYPE: PROVISIONAL (PROV)

Facility and Administration (F&A) Rates:

Type	Effective Period		Rate	Base	Applicable To	Location
	From	To				
Prov	7/1/09	Until Amended	45.84%	(a)	Organized Research	On-Campus
Prov	7/1/09	Until Amended	26.00%	(a)	Organized Research	Off-Campus

DISTRIBUTION BASES:

- (a) Modified Total Direct Costs (MTDC), as defined in OMB Circular A-21, consists of salaries and wages, fringe benefits, materials and supplies, services, travel and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Equipment, capital expenditures, charges for patient care and tuition remission, rental costs, scholarships, and fellowships, as well as the portion of each subgrant and subcontract in excess of \$25,000 shall be excluded from the Modified Total Direct Costs

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.

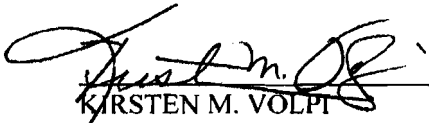
E. APPLICATION OF FACILITY & ADMINISTRATIVE COST RATES TO DEPARTMENT OF DEFENSE (DoD) CONTRACTS/SUBCONTRACTS: Signature of this agreement by the authorized representative of the Colorado School of Mines and the Government acknowledges and affirms the Colorado School of Mines' request to waive the prohibition 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). The waiver request by the Colorado School of Mines is made to simplify the school's overall management of DoD cost reimbursements under DoD contracts.

F. **SPECIAL REMARKS:** The Government's agreement with the rates set forth in Section I is not an acceptance of the Colorado School of Mines' accounting practices or methodologies. Any reliance by the Government on cost data or methodologies submitted by the Colorado School of Mines is on a non-precedence-setting basis and does not imply Government acceptance.

Acceptance:

FOR THE COLORADO SCHOOL
OF MINES:

FOR THE U.S GOVERNMENT:



KIRSTEN M. VOLPI
Vice President for Finance and Administration



DEBORAH K. RAFI
Contracting Officer

7.9.09
Date

7/14/2009
Date

For information concerning this Agreement contact:

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