

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 24, 2013

NEGOTIATION AGREEMENT

INSTITUTION:

UNIVERSITY OF ALASKA FAIRBANKS, ALASKA 99775

The Employee Fringe Benefit rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to The University of Alaska (UA) 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 UA's Fiscal Year 2014. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Year 2014.

Section I: RATES - TYPE: PROVISIONAL (PROV)

Fringe Benefits Rates:

			RATE		
			Staff	Leave	
			Benefits	Benefits	
TYPE	<u>FROM</u>	<u>TO</u>	Base (a)	Base (b)	Employee Category
Prov	7/1/2013	6/30/2014	50.40%	22.40%	Classified
Prov	7/1/2013	6/30/2014	53.40%	21.10%	Classified, AHECTE ¹
Prov	7/1/2013	6/30/2014	41.90%	20.60%	APT ² Exempt
Prov	7/1/2013	6/30/2014	29.00%	17.00%	Executive
Prov	7/1/2013	6/30/2014	29.00%	17.00%	Non-Union Faculty (12 mos)
Prov	7/1/2013	6/30/2014	29.00%	0.10%	Non-Union Faculty (<12 mos)
Prov	7/1/2013	6/30/2014	31.20%	1.50%	UNAC ³ Faculty
Prov	7/1/2013	6/30/2014	34.70%	1.50%	UAFT ⁴ Faculty
Prov	7/1/2013	6/30/2014	10.10%	0.00%	Adjunct Faculty
Prov	7/1/2013	6/30/2014	8.20%	0.00%	Temporary & FICA Student
Prov	7/1/2013	6/30/2014	33.40%	13.40%	Extended Temporary
Prov	7/1/2013	6/30/2014	0.00%	0.00%	Student

Notes: Alaska Higher Education Crafts and Trade Employees Administrative/Professional/Technical

³United Academics

⁴University of Alaska Federation of Teachers

DISTRIBUTION BASES

- (a) Staff benefits rates are applied to base salaries plus overtime, miscellaneous pay, and leave accrual provisions.
- (b) Leave benefits rates are applied to base salaries excluding: overtime, miscellaneous pay, and paid leave.

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 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 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. **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.
- D. 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 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.
- E. SPECIAL REMARKS: The Government's agreement with the rates set forth in Section I is not an acceptance of the University of Alaska (UA)'s accounting practices or methodologies. Any reliance by the Government on cost data or methodologies submitted by UA is on a non-precedence-setting basis and does not imply Government acceptance.

Accepted:

FOR UNIVERSITY OF ALASKA:

FOR THE U.S. GOVERNMENT:

E-mail: david.f.godfrey@navy.mil

Ashok Roy

Chief Financial Officer

David F. Godfrey Contracting Officer

Da

For information concerning this agreement contact:

DAVID F. GODFREY, Contracting Officer Phone: (703) 696-2586

Office of Naval Research 875 North Randolph Street Arlington, VA 22203-1995