



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

Agreement Date: March 12, 2024

**NEGOTIATION AGREEMENT**

**INSTITUTION: OLD DOMINION UNIVERSITY /  
 OLD DOMINION UNIVERSITY RESEARCH FOUNDATION  
 NORFOLK, VIRGINIA 23508**

The Facilities and Administrative (F&A) cost rate contained herein is for use on grants, contracts and/or other agreements issued or awarded to the Old Dominion University/Old Dominion University Research Foundation by all Federal Agencies of the United States of America, in accordance with the provisions and cost principles mandated by 2 CFR Part 200. These rates shall be used for forward pricing and billing purposes for the Old Dominion University/Old Dominion University Research Foundation Fiscal Year 2025. This rate agreement supersedes all previous rate agreements/determinations related to these rates for Fiscal Year 2025.

**Section I: RATES - TYPE: PREDETERMINED (PRED)**

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
PRED	7/1/24	6/30/25	60.00%	(a)	Organized Research (1)	On-Campus
PRED	7/1/24	6/30/25	26.00%	(a)	Organized Research (1)	Off-Campus
PRED	7/1/24	6/30/25	77.00%	(a)	Organized Research (2)	On-Campus
PRED	7/1/24	6/30/25	44.30%	(a)	Organized Research (2)	Off-Campus
PRED	7/1/24	6/30/25	46.70%	(a)	Instruction	On-Campus
PRED	7/1/24	6/30/25	26.00%	(a)	Instruction	Off-Campus
PRED	7/1/24	6/30/25	30.30%	(a)	Other Sponsored Agreements	On-Campus
PRED	7/1/24	6/30/25	26.00%	(a)	Other Sponsored Agreements	Off-Campus
PRED	7/1/24	6/30/25	10.00%	(a)	IPA* Agreements	All

\*Intergovernmental Personnel Act

## DISTRIBUTION BASE

(a) Modified Total Direct Costs (MTDC) consists 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 (see Special Remarks, Section II H-2), 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.

### APPLICABLE TO

- (1) Applies to DOD contracts and subcontracts awarded before November 30, 1993, all Non-DOD instruments, and all DOD grants (See Section II, Part E). (Capped)
- (2) Applies to all DOD contracts awarded on or after November 30, 1993 in accordance with and under the authority of DFARS 231.303(1) (See Section II, Part E). (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 availability of funds and to any other statutory or administrative limitations. The rates are 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 the following conditions: (1) that no costs other than those incurred by the institution were included in this indirect cost pool as finally accepted and that such costs are legal obligations of the institution 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 institution which was used as a 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 this 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 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. PREDETERMINED RATES:** The predetermined rates contained in this agreement are not subject to adjustment in accordance with the provisions of 2 CFR Part 200, subject to the limitations contained in Part A of this section.

**D. USE BY OTHER FEDERAL AGENCIES:** The rates set forth in Section I are negotiated in accordance with and under the authority set forth in 2 CFR Part 200. Accordingly, such rates 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. DFARS WAIVER:** Signature of this agreement by the authorized representative of the Old Dominion University/Old Dominion University Research Foundation 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) for the Organized Research rate. The waiver request by the Old Dominion University/Old Dominion University Research Foundation is made to simplify the University's overall management of DOD cost reimbursements under DoD contracts.

**F. OFF-CAMPUS DEFINITION:** For all activities performed in facilities not owned by the institution and to which rent is directly allocated to the project(s), the off-campus rate will apply. Grants or contracts will not be subject to more than one F&A cost rate. If more than 50% of a project is performed off-campus, the off-campus rate will apply to the entire project.

**G. SPECIAL REMARKS:**

1. In accordance with 2 CFR 200.414(g), the Old Dominion University/Old Dominion University Research Foundation has requested an extension of its Fiscal Year FY 2024 rates. Therefore, the rates identified in Section I are an extension of the FY 2024 rates.

2. The Government's agreement with the rates set forth in Section I is not an acceptance of the Old Dominion University/Old Dominion University Research Foundation's accounting practices or methodologies. Any reliance by the Government on cost data or methodologies submitted by the Old Dominion University/Old Dominion University Research Foundation is on a non-precedence-setting basis and does not imply Government acceptance.

3. Prior to July 1, 2011, equipment is defined as nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost equal or greater than \$5,000 for Old Dominion University and \$2,000 for Old Dominion University Research Foundation. Effective July 1, 2011, equipment is defined as nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost equal or greater than \$5,000 for both entities.

Accepted:

FOR OLD DOMINION UNIVERSITY/  
OLD DOMINION UNIVERSITY  
RESEARCH FOUNDATION:

FOR THE U.S. GOVERNMENT:

*Shannon M. Robinson*

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SHANNON ROBINSON  
Executive Director  
ODU Research Foundation

12 March 2024

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Date

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SHARON GALES  
Contracting Officer

12 March 2024

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Date

*For information concerning this agreement contact:*

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