Contract proposal submitted to:

Monterey Bay Aquarium Research Institute
7700 Sandholdt Road
Moss Landing, California 95039

by

Woods Hole Oceanographic Institution
Woods Hole, Massachusetts 02543
IRS No. 04-2105850 - - Congressional District No. 9 - - DUNS No. 00-176-6682
Nonprofit Organization

WHOI Support of MBARI's Niobicon AUV Docking Project -- REVISED

Amount of Funds Requested: $55,459

Period of Performance: 05/13/2022 – 12/31/2022

Endorsements:

Kristopher Newhall

Mr. Donald B. Peters, Principal Investigator
Applied Ocean Physics and Engineering Department
Tel: (508) 289-3377
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Mr. Kristopher W. Newhall, Co-Principal Investigator
Applied Ocean Physics and Engineering Department
Tel: (508) 289-2788
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Tina Chandler for

Ms. Jennifer Crockett, MBA, MPA
Director, Award Management & Systems
Tel: (508) 289-3963
Fax: (508) 457-2189
email: awards@whoi.edu

MUTUAL NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement"), effective as of the date of the last signature hereto, is made by and between:

Woods Hole Oceanographic Institution ("WHOI"), a Massachusetts nonprofit corporation having a principal place of business at 266 Woods Hole Road, Woods Hole, MA 02543, and

Monterey Bay Aquarium Research Institute ("MBARI"), a California nonprofit corporation having a principal place of business at 7700 Sandholdt Road, Moss Landing, CA 95039.

WHEREAS WHOI and MBARI wish to exchange certain information for the purpose of developing a docking system to allow remote recharge of AUVs and data transfer (the "Permitted Purpose") and each party regards certain parts of the information it possesses to be secret and desires to protect those parts from unauthorized disclosure or use; and

WHEREAS each of WHOI and MBARI is willing to disclose or otherwise make available (as "Disclosing Party") certain of its Confidential Information (as defined below) to the other party (as "Receiving Party") and is willing to receive Confidential Information on the terms and conditions set forth herein;

THEREFORE, WHOI and MBARI agree as follows:

1. As used in this Agreement, "Affiliate(s)" shall mean any company that, directly or indirectly, controls or is controlled by or is under common control with a party hereto, with "control" referring to the means to direct more than fifty (50) percent of the voting equity in a company.

2. "Confidential Information" shall mean any information or data of Disclosing Party, regardless of whether it is in tangible form, that (a) Disclosing Party has marked or identified as confidential or proprietary, (b) Disclosing Party identifies as confidential in writing within thirty (30) days of disclosure to Receiving Party, or (c) a person would reasonably believe, given the nature of the information or data and the nature of Disclosing Party's business and operations, to be viewed as confidential or proprietary by Disclosing Party; provided, however, that reports and/or information related to or regarding Disclosing Party's research projects, research and business plans, research and business methodologies, strategies, technology, specifications, development plans, customers, prospective customers, partners, suppliers, billing records, and products or services shall be deemed the Confidential Information of Disclosing Party even if not so marked or identified.

3. "Intellectual Property Rights" shall mean, collectively, all rights in, to, and under patents, trade secrets, copyrights and similar rights of any type under the laws of any governmental authority, including, without limitation, all applications and registrations relating to the Permitted Purpose.

4. Receiving Party will not disclose the Confidential Information to any third party and will only disclose the Confidential Information to Receiving Party's employees, agents or

Affiliates who need to know such Confidential Information for the Permitted Purpose. Receiving Party will use Confidential Information only for the Permitted Purpose. Receiving Party shall not reverse engineer any Confidential Information for any purpose. Receiving Party will not use Confidential Information in violation of applicable law.

5. Prior to the disclosure of any Confidential Information to one of Receiving Party's employees, agents, or Affiliates, Receiving Party will require such employees, agents or Affiliates to agree to keep the Confidential Information confidential and be bound by the terms of this Agreement applicable to Receiving Party. Receiving Party shall ensure that Confidential Information is not used or disclosed by such employees, agents, or Affiliates except as permitted by this Agreement, and shall be responsible for any unauthorized use or disclosure of Confidential Information by such employees, agents or Affiliates. Without limiting any of the foregoing, Receiving Party shall use the same standard of care for protecting Confidential Information that Receiving Party uses to prevent disclosure, publication or dissemination of its own most valuable confidential or proprietary information, but always at least a reasonable degree of care.

6. The obligations of confidentiality and nonuse in Sections 4 and 5 shall not apply to any portion of Confidential Information that Receiving Party can demonstrate (a) is, at the date of disclosure, or thereafter becomes, known by or available to the general public other than through the act or default of Receiving Party, its employees, or agents or Affiliates; (b) is obtained by Receiving Party from a third party who is lawfully in possession of such information and not under any obligation of confidentiality; (c) was known to Receiving Party prior to disclosure by Disclosing Party without being obtained or derived directly or indirectly from Disclosing Party; (d) is developed independently by Receiving Party without the use of, or reference to, any Confidential Information.

7. In the event that Receiving Party is required by law to make any disclosure of Confidential Information by subpoena, judicial or administrative order or otherwise, Receiving Party shall first give written notice of such requirement to Disclosing Party, permit Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to Disclosing Party in seeking to obtain such protection (subject to Disclosing Party's reimbursement of Receiving Party's reasonable out-of-pocket expenses in providing such cooperation and assistance). The Confidential Information that is disclosed pursuant to this Section shall remain confidential for all other purposes.

8. Receiving Party will provide upon Disclosing Party's request a certification that access and use of Confidential Information is being controlled by Receiving Party in accordance with this Agreement.

9. Confidential Information and Intellectual Property Rights shall remain the sole property of Disclosing Party. The execution of this Agreement and the disclosure of any information hereunder, including, but not limited to, Confidential Information and Intellectual Property Rights, shall neither be construed as an actual or proposed license, nor sale or transfer by Disclosing Party of any right, title or interest in the Confidential Information or Intellectual Property Rights, nor as a restriction on Disclosing Party's ability to disclose, license, sell or

transfer the Confidential Information or Intellectual Property Rights to a third party. For the avoidance of doubt, the Receiving Party is permitted to use Confidential Information and Intellectual Property Rights for the limited purpose of accomplishing the Permitted Purpose and subject to the terms herein.

10. Upon the earlier of (a) the termination of this Agreement, (b) thirty (30) days following a written request by Disclosing Party, or (c), such time as Receiving Party no longer requires Confidential Information for the Permitted Purpose, (i) all Confidential Information in tangible form including copies thereof, and all unused samples, except for Confidential Information included in or consisting of documents, notes and other summaries prepared by or for Receiving Party, shall be promptly delivered to Disclosing Party, (ii) all electronic copies of Confidential Information and any electronic documents, notes and other summaries prepared by or for Receiving Party (including copies thereof) that include Confidential Information shall be destroyed, and (iii) Receiving Party will deliver a written certification to Disclosing Party that it has complied with this Section 10.

11. Disclosing Party does not make any representation or warranty, express or implied, as to the accuracy or completeness of any of its Confidential Information. Any information exchanged under this agreement is provided "as is." Receiving Party agrees that neither Disclosing Party, nor its employees, agents, or Affiliates shall have any liability whatsoever to Receiving Party arising from receipt or use of Confidential Information.

12. Failure or delay in exercising any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof or as acquiescence in a breach of this Agreement. Any single or partial exercise of any right or remedy shall not preclude any other or further exercise of any other right or remedy under this Agreement or applicable law.

13. Receiving Party shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information.

14. This Agreement imposes no obligations on either party to disclose any Confidential Information and does not impose any obligation on either party to purchase, sell, license, transfer or otherwise transact in any technology, services or products.

15. Confidential Information disclosed under this Agreement may be subject to export controls under the laws of the United States. Each party will comply with such laws and shall not export, re-export or transfer Confidential Information without first obtaining all required United States authorizations or licenses.

16. Receiving Party acknowledges that a breach by it of any of the terms of this Agreement would cause irreparable harm to Disclosing Party for which Disclosing Party could not be adequately compensated by money damages. Accordingly, Receiving Party agrees that, in addition to all other remedies available to Disclosing Party in an action at law, in the event of any breach or threatened breach by Receiving Party of the terms of this Agreement, Disclosing Party shall be entitled to seek temporary and permanent injunctive relief, including, but not limited to, specific performance of the terms of this Agreement without the

necessity of posting any bond or other security or of pleading or proving irreparable harm or the inadequacy of money damages, and Receiving Party shall take no action in such proceeding, including interposing defenses, contrary to such rights of Disclosing Party.

17. This Agreement constitutes the entire Agreement of the parties hereto relating to the treatment of Confidential Information and supersedes any and all prior agreements between the parties relating thereto. No change, modification or amendment to this Agreement shall be effective unless it is agreed upon in writing signed by both parties. Any waiver of any provision of this Agreement shall not be effective unless made in writing. Any such waiver shall be effective only in the specific instance and for the purpose given.

18. This Agreement shall terminate thirty (30) days after one of the parties provides written notice of termination to the other party, or five (5) years from the Effective Date, whichever occurs first. The obligations of Receiving Party with regard to the disclosure, use and protection of Confidential Information will survive termination or expiration of this Agreement (i) as long as such Confidential Information remains not known by or available to the general public with regard to Confidential Information that Disclosing Party identifies as a trade secret or Confidential Information that describes a process or business practice of Disclosing Party and has economic value to Disclosing Party because it is not generally known or easily discoverable by observation; and (ii) for a period of six (6) years from the date of disclosure of the applicable Confidential Information with regard to all other Confidential Information.

19. The rights and obligations under this Agreement may not be sold, assigned or otherwise transferred, provided that Disclosing Party may enforce the terms of this Agreement for the benefit of any third party to which Disclosing Party licenses, sells or transfers the Confidential Information.

20. This Agreement does not create any agency or partnership relationship between the parties hereto.

21. All disputes, claims or controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its rules of conflict of laws. Each party hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts of the Commonwealth of Massachusetts (the "Massachusetts Courts") for any litigation among the parties hereto arising out of or relating to this Agreement, waives any objection to the laying of venue of any such litigation in the Massachusetts Courts and agrees not to plead or claim in any Massachusetts Court that such litigation brought therein has been brought in an inconvenient forum.

22. If and to the extent any provision of this Agreement is held invalid, illegal or unenforceable at law by a court of competent jurisdiction, such provision will be stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.

23. **Designated Representatives**. The primary points of contact for the transmittal of Confidential Information, notices, and authorizations under this Agreement are as follows:

   a. All Confidential Information shall be furnished only to the following individual employee(s) designated by each party who is (are) responsible for further disseminating the Confidential Information only to persons expressly permitted to receive it pursuant to the terms hereof. All notices and authorizations under this Agreement shall be furnished only to the following individuals:

Woods Hole Oceanographic Institution	**Monterey Bay Aquarium Research Institute**
Name: **Title**: **Email**: **Telephone**: **Address**:	**Name:** François Cazenave **Title:** Mechanical Engineer **Email:** francois@mbari.org **Telephone:** 831 775 1961 **Address:** 7700 Sandholdt Rd, Moss Landing CA 95039

   b. Either party may re-designate its respective designated representative(s) by written or electronic notice to the other party.

In witness whereof, the parties hereto have caused this Agreement to be executed in their respective capacities as indicated below effective on the earlier of (i) the last date executed below or (ii) Disclosing Party providing any Confidential Information as contemplated hereunder to Receiving Party.

Woods Hole Oceanographic Institution	**Monterey Bay Aquarium Research Institute**
By: ______________________	**By:** ______________________
Name:	**Name:** Basilio Martinez
Title:	**Title:** CFO
Date:	**Date:** May 18, 2022

WHOI Support of MBARI's Niobicon AUV Docking Project – REVISED

Donald Peters & Kristopher Newhall, WHOI

ABSTRACT

This proposal includes labor and materials for Woods Hole Oceanographic Institution (WHOI) support of the Monterey Bay Aquarium Research Institute (MBARI) Niobicon autonomous underwater vehicle (AUV) docking project. The MBARI project includes a mooring consisting of a surface buoy, a subsurface buoy, an electromechanical (EM) chain, an EM cable, a mooring stretch hose, a hose interface buoyancy (HIB) module, and a Multi-Function Node (MFN) bottom system. MBARI will provide the surface and subsurface buoys.

MBARI requests that WHOI: (1) support MBARI in their design and analysis of the mooring; (2) provide drawings, models, and engineering support for MBARI fabrication of a MFN; (3) specify, build, and integrate the EM chain, EM cable, and HIB module; and (4) specify, supply components for, and integrate the mooring stretch hose (hose build to be contracted directly by MBARI). Completed components will be shipped to MBARI for performance of their project.

SCOPE OF WORK

The MFN is an existing WHOI design in use on numerous moorings. Fabrication drawings and solid models will be provided to MBARI, and WHOI will assist MBARI with MFN fabrication in the MBARI shop facilities. The EM chain, EM cable, and HIB module are existing WHOI designs in use on numerous moorings. WHOI will build, integrate, and deliver one EM chain, one EM cable, and one HIB module of the existing designs. The mooring stretch hose is an existing WHOI design in use on numerous moorings. WHOI will provide termination pieces and conductor cables required for the hose fabrication. Hose fabrication to existing WHOI specification by Kadant Unaflex will be contracted directly by MBARI. WHOI will complete final integration of the stretch hose assembly.

WHOI will: (1) provide drawings of the MFN and provide as-needed assistance by e-mail or phone during its construction at MBARI; (2) provide assistance to specify the MFN cast steel anchor, which will purchased directly from the vendor by MBARI; (3) provide components for and integrate one 15-meter stretch hose (MBARI will purchase the stretch hose directly from the vendor); (4) fabricate one EM chain assembly, one EM cable assembly, and one HIB module; and (5) ship one stretch hose, one EM chain assembly, one EM cable assembly, and one HIB module to MBARI.

In addition to the stretch hose, MBARI will also purchase the following pigtails, locking sleeves, and dummies for the stretch hose, EM chain, and EM cable:

- 3 ea. MCIL8M on 2 feet P8C20#
- 3 ea. MCIL8F on 2 feet P8C20#
- 6 ea. MCDLS-F locking sleeves w/ snap rings
- 6 ea. MCDLS-M locking sleeves w/ snap rings
- 3 ea. MCDC8M
- 3 ea. MCDC8F
- 1 ea. HIB Jumper – MCIL8M//MCDLS-F//24inches//MCDLS-M//MCIL8F (neoprene)

BUDGET JUSTIFICATION

Woods Hole Oceanographic Institution (WHOI) is a non-profit [501(c)(3)] research and education organization subject to the cost principles of 2 CFR 200. Our cognizant oversight agency is the Office of Naval Research (ONR). WHOI Principal Investigators are responsible for conceiving, funding, and carrying out their research programs. Senior Personnel are expected to raise 12 months of support per calendar year for themselves and their staff by writing proposals and obtaining sponsored research grants and contracts from a variety of sources. Some teach voluntarily in WHOI's Joint Program, but support for this is limited. NSF has confirmed to WHOI that salary support from grants beyond 2 months per calendar year can be justifiable for these Principal Investigators. WHOI uses a standard escalation rate for salaries and other direct costs in outyear budget estimates. WHOI's fiscal year runs from Jan. 1 - Dec. 31 (with the calendar year).

A proposed labor month is equal to 152 hours or 1,824 hours annually versus 2,080 hours (40 hours/week for 52 weeks). The difference is for vacations, holidays, sick time, and other paid absences, which are included in the Paid Absences calculation.

Each Party shall retain full right, title and ownership to Intellectual Property developed solely by its employees and agents. In addition, WHOI shall own any improvements or Intellectual Property that arises from this Award that relates to the mooring (located from below the buoy to the anchor), and MBARI shall own any improvements or Intellectual Property that arises from this Award that relates to the docking system (located beyond the anchor). "Intellectual Property" means technical information, inventions, developments, discoveries, know-how, methods, techniques, formulae, algorithms, data, processes, and other proprietary ideas (whether or not patentable or copyrightable), patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any other legally protectable information, including computer software. Additionally, an NDA is attached.

This is a firm-fixed price proposal.

A. Senior Personnel:

D. Peters, Principal Investigator, and **K. Newhall,** co-Principal Investigator, will assist MBARI engineers with the design of the mooring during formal design reviews via e-mails and phone calls. Assistance will be provided in the areas of mooring configuration, stretch hose model parameters, EM cable parameters, EM chain parameters, and HIB module parameters. Peters will review dynamic modeling of mooring performed by MBARI. Newhall will support the WHOI effort for component fabrication.

B. Other Personnel:

J. Pietro, Senior Engineering Assistant II, will integrate the 15-meter stretch hose, fabricate the EM chain, EM cable, and HIB module, and prepare all components for shipping. **G. Santore**, Administrative Professional, will provide administrative support for tasks that are directly chargeable to the project such as expense monitoring.

G. Other Direct Costs:

1. Materials and Supplies: Funds are requested to purchase supplies including but not limited to the following items: hose terminations, fill stems, conductors, chain hardware kit, urethane material, coil cord, socket fast, EM cable, foam modules, aluminum weldments, aluminum coupler, and reinforced neoprene.

6. Other: Shipping & Postage costs are requested to ship one stretch hose, one EM chain assembly, one EM cable assembly, and one HIB module to MBARI.

I. Indirect Costs:

The current **2022** indirect cost rate (Modified Total Direct Cost) for WHOI is **65.04%**. WHOI has an annually negotiated rate agreement with the Office of Naval Research and uses the method of allocation of indirect costs to Modified Total Direct Cost (MTDC). The rates included in the proposal are those negotiated with ONR annually. When proposals cross fiscal years, composite rates are calculated based upon the duration of time in each fiscal year. The normal exclusions contained in 2 CFR 200.1 "Modified Total Direct Cost (MTDC)" apply.

WHOI cannot "waive" or reduce overhead rates on any sponsored research project due to the structure of our negotiated rates with our cognizant government agency (Office of Naval Research). When a program sets limits on overhead, WHOI must use Institution unrestricted funds to pay the unfunded portion of the overhead costs.

K. Fee:

WHOI is authorized to charge fees in accordance with existing government regulations. The Institution requests fees on both contracts and subcontracts. The fees are considered unrestricted funds and are utilized by the Institution Director and the Director of Research in the pursuit of science and engineering. These funds are used for cost sharing for instrumentation, for proof-of-concept research and development, and for a wide variety of other research related activities.

WHOI Support of MBARI's Niobicon AUV Docking Project - REVISED

DONALD B PETERS (Non-Govt. Other)

May 13, 2022 to Dec 31, 2022

Summary Budget

	Approximate Labor Months 05/13/22 12/31/22	Total
A. Senior Personnel		
1. DONALD B. PETERS, Co-PI	0.25	0.25
2. KRISTOPHER W. NEWHALL, Co-PI	0.33	0.33
B. Other Personnel		
2. Other Professionals	0.20	0.20
5. Admin Professionals	0.10	0.10
C. Total Direct Labor & Benefits	**$14,706**	**$14,706**
G. Other Direct Costs		
1. Materials and Supplies	12,314	12,314
6. Other	2,200	2,200
Total Other Direct Costs	**14,514**	**14,514**
H. Total Direct Costs	**$29,220**	**$29,220**
I. Indirect Costs		
3. Facility & Administrative	19,005	19,005
Total Indirect Costs	**19,005**	**19,005**
J. Total Direct and Indirect Costs	**$48,225**	**$48,225**
K. Fee at 15.0000%	**7,234**	**7,234**
L. Amount of this Request	**$55,459**	**$55,459**

WHOI Support of MBARI's Niobicon AUV Docking Project - REVISED

DONALD B PETERS (Non-Govt. Other)

May 13, 2022 to Dec 31, 2022

Engineering

	Approximate Labor Months 05/13/22 12/31/22	Total
A. Senior Personnel		
1 . D. PETERS, Prin Engr	0.25	0.25
2 . K. NEWHALL, SR PROJ MGR	0.25	0.25
B. Other Personnel		
5. Admin Professionals		
G. SANTORE	0.05	0.05
C. Total Direct Labor & Benefits	**$10,611**	**$10,611**
H. Total Direct Costs	**$10,611**	**$10,611**
I. Indirect Costs		
3. Facility & Administrative	6,901	6,901
Total Indirect Costs	**6,901**	**6,901**
J. Total Direct & Indirect Costs	**$17,512**	**$17,512**
K. Fee at 15.0000%	**2,627**	**2,627**
L. Amount of this Request	**$20,139**	**$20,139**

WHOI Support of MBARI's Niobicon AUV Docking Project - REVISED

DONALD B PETERS (Non-Govt. Other)

May 13, 2022 to Dec 31, 2022

Mooring Fabrication

Approximate Labor Months

	05/13/22 12/31/22	Total
A. Senior Personnel		
2 . K. NEWHALL, SR PROJ MGR	0.08	0.08
B. Other Personnel		
2. Other Professionals		
J. PIETRO, Sr Engr Asst II	0.20	0.20
5. Admin Professionals		
G. SANTORE	0.05	0.05
C. Total Direct Labor & Benefits	**$4,095**	**$4,095**
G. Other Direct Costs (see detail)		
1. Materials and Supplies	12,314	12,314
6. Other	2,200	2,200
Total Other Direct Costs	**14,514**	**14,514**
H. Total Direct Costs	**$18,609**	**$18,609**
I. Indirect Costs		
3. Facility & Administrative	12,104	12,104
Total Indirect Costs	**12,104**	**12,104**
J. Total Direct & Indirect Costs	**$30,713**	**$30,713**
K. Fee at 15.0000%	**4,607**	**4,607**
L. Amount of this Request	**$35,320**	**$35,320**

WHOI Support of MBARI's Niobicon AUV Docking Project - REV.

DONALD B PETERS (Non-Govt. Other)

May 13, 2022 to Dec 31, 2022

Mooring Fabrication

Other Direct Costs - Detail

	05/13/22 12/31/22	Total
G. Other Direct Costs		
1. Materials and Supplies		
a. Supplies		
1. Stretch Hose (50', 8-conductor): 2		
a. Terminations	1,100	1,100
b. Fill stems	216	216
c. Oct-8 conductors (qty. per ft.)	1,500	1,500
d. Stretch hose (MBARI)	0	0
e. Wooden crate (MBARI)	0	0
f. Pigtails, locking sleeves, dummies	0	0
2. EM Chain (DMON style 2m,		
a. Terminations	1,750	1,750
b. Chain hardware kit	1,100	1,100
c. Urethane material	450	450
d. Coil cord	450	450
e. Pigtails, locking sleeves, dummies	0	0
3. EM Cable (57 m, 6-conductor)		
a. Terminations	1,100	1,100
b. Socket fast	500	500
c. EM cable (57 m length): 1 ea.	1,482	1,482
d. Pigtails, locking sleeves, dummies	0	0
4. Hose Interface Buoyance (HIB): 2		
a. Foam modules	1,181	1,181
b. Aluminum weldments	635	635
5. EM Chain to EM Cable Adapter: 1		
a. Aluminum coupler	450	450
6. Gaskets		
a. Reinforced neoprene	400	400
Total Materials and Supplies	**12,314**	**12,314**
6. Other		
a. Shipping & Postage	2,200	2,200
Total Other	**2,200**	**2,200**
Total Other Direct Costs	**14,514**	**14,514**

PI:	PETERS, DONALD
Agency:	Non-Govt. Other
Proposal:	28817 WHOI Support of MBARI's Niobicon AUV Docking Project
Submission:	01 WHOI Support of MBARI's Niobicon AUV Docking Project
Version:	00
Period:	01 05/13/2022 - 12/31/2022

I. Total Salaries (All Budgeted Personnel)

a) Regular + At Sea	9,436		
b) Overtime	0		
c) Casual	0		
d) GRA Stipend	0		
e) Shore Leave	0		
		Total Salaries & Wages:	9,436

II. Paid Absences (PA)	**Amount**	**x**	**Rate %**	**= Paid Absences**		
a) Regular	9,436		19.4500	1,837		
				Total Paid Absences:	1,837	
III. Total Salaries, Wages & Paid Absences						**11,273**

IV. Benefit Calculation	**Amount**	**x**	**Rate %**	**= Benefit Cost**		
a) Regular + PA	11,273		30.4600	3,433		
b) Overtime	0		29.0400	0		
c) Casual	0		7.5300	0		
d) Cruise Leave	0		6.0000	0		
e) Sea Duty	0		6.0000	0		
				Total Benefits:	3,433	
V. Total Direct Labor and Benefits:						**14,706**

VI. Calculation of the MTDC Overhead Basis:

Total Salary & Benefits	14,706
Less Premium Pay	0
Less GRA Stipends	0
MTDC Overhead Base (non-GRA)	14,706

VII. F&A Overhead Calculation	**Base**	**x Rate %**	**=F&A Overhead Cost**		
MTDC Base (non-GRA)	14,706	65.0400	9,565		
MTDC Base (Marine)	0	37.6800	0		
MTDC Base (GRA)	0	65.0400	0		
Fabricated Equipment	0	0	0		
			Total F&A Cost	9,565	
IX. Total Indirect Costs					**9,565**
X. Total Salary & Related Costs					**24,271**

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 9, 2021

NEGOTIATION AGREEMENT

INSTITUTION: **WOODS HOLE OCEANOGRAPHIC INSTITUTION (WHOI)**
WOODS HOLE, MASSACHUSETTS 02543

The Indirect Cost and Fringe Benefits rates contained herein are for use on grants, contracts, and other agreements issued or awarded to Woods Hole Oceanographic Institution 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 Woods Hole Oceanographic Institute Fiscal Year 2022. This rate agreement supersedes all previous rate agreements/determinations related to these rates for Fiscal Year 2022.

Section I: RATES - TYPE: PROVISIONAL (PROV)

TYPE	FROM	TO	RATE	BASE	APPLICABLE TO	LOCATION
Indirect Rates:						
PROV	01/01/22	12/31/22	65.04%	(a)	Research[1]	ALL
PROV	01/01/22	12/31/22	37.68%	(a)	Marine Operations[2]	ALL
Fringe Benefit Rates:						
PROV	01/01/22	12/31/22	30.46%	(b)	Fringe (Reg)	ALL
PROV	01/01/22	12/31/22	29.04%	(c)	Fringe (Reg OT)	ALL
PROV	01/01/22	12/31/22	7.53%	(d)	Fringe (Casual)	ALL
PROV	01/01/22	12/31/22	5.73%	(e)	Fringe (Casual OT)	ALL
PROV	01/01/22	12/31/22	6.00%	(f)	Cruise Leave	ALL
PROV	01/01/22	12/31/22	19.45%	(g)	Paid Absences	ALL

[1]Research: Contracts and awards (projects) that include all sponsored and internally sponsored research activities carried out by the Institution other than those defined as Marine Operations.

[2]Marine Operations: Contracts and awards (projects) that deploy marine related facilities (example: docks), vessels, equipment and department administration solely supporting the Marine Operations Facilities and Operations group that directly or indirectly benefit or provide support to the University Oceanographic Laboratory System (UNOLS).

DISTRIBUTION BASES

(a) Modified Total Direct Costs (MTDC) means 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, the portion of each subaward in excess of $25,000, ship and submersible use, ships fuel, vessel charges, and maintenance and stabilization agreements for ship overhauls.

(b) Total assignable salaries of regular employees (direct and indirect) including paid absences, excluding Graduate Research Assistants and overtime salaries and allocated paid leave benefits.

(c) Total assignable overtime salaries of regular employees.

(d) Total assignable salaries of casual employees (direct and indirect) excluding Graduate Research Assistants and overtime salaries.

(e) Total assignable overtime salaries of casual employees.

(f) Total assignable cruise leave salaries of regular employees.

(g) Total assignable salaries of regular employees (direct and indirect) excluding Graduate Research Assistants and overtime salaries.

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. Acceptance of the rates agreed to herein is predicated upon the following conditions: (1) that no costs other than those incurred by the recipient/contractor were included in this indirect cost pool as finally accepted and that such costs are legal obligations of the recipient/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 recipient/contractor 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 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 prior approval of the authorized representative of the cognizant negotiation agency. 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 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 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. **SPECIAL REMARKS**: The Government's agreement with the rates set forth in Section I is not an acceptance of WHOI accounting practices or methodologies. Any reliance by the Government on cost data or methodologies submitted by WHOI is on a non-precedence-setting basis and does not imply Government acceptance.

Accepted:

FOR WOODS HOLE OCEANOGRAPHIC INSTITUTION:	FOR THE U.S. GOVERNMENT:
	TINGLE.BETTY.JOHNSON.1204289359 Digitally signed by TINGLE.BETTY.JOHNSON.1204289359 Date: 2021.12.09 09:55:13 -05'00'
Kathryn Link Vice President for Operations and CFO	Betty J. Tingle Contracting Officer
12/09/2021	12/9/2021
Date	Date

For information concerning this agreement contact:

Betty Tingle, Contract Specialist
Office of Naval Research

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