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**DISTRIBUTION FOR FACILITIES & ADMINISTRATIVE COST
PRE-DETERMINED RATE AGREEMENT AND FRINGE BENEFITS*
FIXED RATE AGREEMENT COVERING FISCAL YEARS
2010 and 2011 FOR RI UNITS (NON-GTRI)**

xc: Joel Hercik
Jim Fortner
Jim Childers
Julie Blankenship
Rebecca Caravati
Maria McGaha
Jerry Lett
Bob Simpkins
Chris D'Urbano
Dennis Farmer
Janis Goddard
Vannessa Daniels
Jim Berkowitz
Michelle Powell
Sharon Rollow
Duane Hutchison

*Note that the Fringe Benefits rates are Fixed (vs. Pre-Determined) and only apply to FY10.



Duane Hutchison - 3/4/2010



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

Agreement Date: February 3, 2010
Supersedes Agreement Dated: July 1, 2009

NEGOTIATION AGREEMENT

INSTITUTION: **GEORGIA INSTITUTE OF TECHNOLOGY
GEORGIA TECH RESEARCH CORPORATION
ATLANTA, GEORGIA 30332**

The Facilities and Administrative (F&A) and Fringe Benefit rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to the Georgia Institute of Technology/Georgia Tech Research Corporation (GIT/GTRC) by all Federal Agencies of the United States of America, in accordance with the provisions and cost principles mandated by 2 CFR 220 (formerly OMB Circular A-21). These rates shall be used for forward pricing and billing purposes for GIT/GTRC's Fiscal Year 2010 and 2011. This rate agreement supersedes all previous rate agreements for Fiscal Year 2010 and 2011.

Section I: RATES - TYPE: PREDETERMINED (Pred)

F&A Rates:

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
Pred	7/1/2009	6/30/2010	51.0%	(a)	Organized Research (1)	RI*
Pred	7/1/2010	6/30/2011	50.5%	(a)	Organized Research (1)	RI
Pred	7/1/2009	6/30/2010	54.1%	(a)	Organized Research (2)	RI
Pred	7/1/2010	6/30/2011	53.3%	(a)	Organized Research (2)	RI
Pred	7/1/2009	6/30/2010	52.4%	(a)	Sponsored Instruction	RI
Pred	7/1/2010	6/30/2011	52.4%	(a)	Sponsored Instruction	RI
Pred	7/1/2009	6/30/2010	35.0%	(a)	Other Sponsored Activity	RI
Pred	7/1/2010	6/30/2011	35.0%	(a)	Other Sponsored Activity	RI

*Resident Instruction

DISTRIBUTION BASES

(a) Modified Total Direct Cost (MTDC), as defined in 2 CFR 220, consisting of all salaries and wages, fringe benefits, materials and supplies, services, travel, and subgrants and subcontracts up to the first \$25,000 each (regardless of the period covered by the subgrant or subcontract); and excluding equipment (defined as having a useful life of more than two years, and an acquisition cost of \$5,000 or more per unit), capital expenditures, charges for tuition remission, rental costs (except rental costs for equipment or facilities that are charged direct to a sponsored agreement), scholarships and fellowships, as well as the portion of each subgrant and subcontract in excess of \$25,000.

APPLICABLE TO

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

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 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. PREDETERMINED RATES: The predetermined rates contained in this agreement are not subject to adjustment in accordance with the provisions of 2 CFR 220, subject to the limitations contained in Part A of this section.


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. 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) does so.

Accepted:

FOR GEORGIA INSTITUTE OF TECHNOLOGY:
GEORGIA TECH RESEARCH CORP.

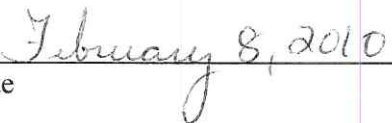
FOR THE U.S. GOVERNMENT:



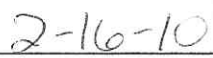
JILDA D. GARTON
Associate Vice Provost for Research,
GTRC/GTARC General Manager



LINDA B. SHIPP
Contracting Officer



Date



Date

For information concerning this agreement contact:
DAVID F. GODFREY, Negotiator
Office of Naval Research
875 North Randolph Street
Arlington, VA 22203-1995

Phone: (703) 696-2586
E-mail: david.f.godfrey@navy.mil



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 8, 2009
 Supersedes Agreement Dated: July 1, 2009

NEGOTIATION AGREEMENT

INSTITUTION: **GEORGIA INSTITUTE OF TECHNOLOGY
 GEORGIA TECH RESEARCH CORPORATION
 ATLANTA, GEORGIA 30332**

The Fringe Benefit rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to the Georgia Institute of Technology/Georgia Tech Research Corporation (GIT/GTRC) by all Federal Agencies of the United States of America, in accordance with the provisions and cost principles mandated by 2 CFR 220 (formerly OMB Circular A-21). These rates shall be used for forward pricing and billing purposes for GIT/GTRC's Fiscal Year 2010. This rate agreement supersedes all previous rate agreements for Fiscal Year 2010.

Section I: RATES - TYPE: FIXED (FIXED)

Fringe Benefits Rates:

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE</u>	<u>BASE</u>	<u>APPLICABLE TO</u>	<u>LOCATION</u>
Fixed	7/1/2009	6/30/2010	24.90%	(a)	All Programs	RI*
Fixed	7/1/2009	6/30/2010	1.80%	(b)	All Programs	RI

*Resident Instruction

DISTRIBUTION BASE

(a) Salaries and wages of (i) regular full-time faculty, (ii) principal investigators, (iii) professional and administrative staff, (iv) joint staff, (v) temporary academic or research professionals participating in Institute retirement programs and group health and life insurance, (vi) bi-weekly permanent employees and (vii) part-time employees who work 50 percent but less than 100 percent of a full-time work schedule.

(b) Salaries and wages of employees who participate in all or part of the social security program but do not participate in retirement or group health and life insurance plans. This rate covers (i) temporary classified persons, (ii) temporary academic or research professionals not eligible for the retirement programs or group health or life insurance coverage, (iii) student employees who are registered for less than a full academic load and (iv) part-time employees employed for less than 50 percent of a full work schedule.

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 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 2010. 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 2010 estimated costs used to establish the fixed rates and the negotiated actual FY 2010 costs.

D. CARRY-FORWARD AMOUNTS: The fixed rates set forth in Section I are inclusive of FY 2008 estimated carry-forward amounts of \$2,009,236 over-recovery for Full Benefits and \$3,362 under-recovery for Partial Benefits.

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 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.

Accepted:

FOR GEORGIA INSTITUTE OF TECHNOLOGY:
GEORGIA TECH RESEARCH CORP.




JILDA D. GARTON
Associate Vice Provost for Research,
GTRC/GTARC General Manager

December 10, 2009
Date

For information concerning this agreement contact:
DAVID F. GODFREY, Negotiator
Office of Naval Research
875 North Randolph Street
Arlington, VA 22203-1995

FOR THE U.S. GOVERNMENT:



LINDA B. SHIPP
Contracting Officer

12/10/09
Date

Phone: (703) 696-2586
E-mail: david.f.godfrey@navy.mil