Negotiation Agreement

Institution: Rensselaer Polytechnic Institute
Troy, NY 12180-3590

The Employee Fringe Benefit rate contained herein is for use on grants, contracts and/or other agreements issued or awarded to Rensselaer Polytechnic Institute (RPI) by all Federal Agencies of the United States of America, in accordance with the cost principles mandated by 2 CFR Part 200. These rates shall be used for forward pricing and billing purposes for RPI’s Fiscal Year (FY) 2019. This rate agreement supersedes all previous rate agreements/determinations for FY2019.

Section I: Rates - Type: Fixed

Fringe Benefits Rates:

<table>
<thead>
<tr>
<th>Type</th>
<th>From</th>
<th>To</th>
<th>Rate</th>
<th>Base</th>
<th>Applicable To</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed</td>
<td>07/01/18</td>
<td>06/30/19</td>
<td>28.16%</td>
<td>(a)</td>
<td>All Activities</td>
<td>All</td>
</tr>
</tbody>
</table>

DISTRIBUTION BASE

(a) Direct Salaries and Wages

Section II - General Terms and Conditions

A. LIMITATIONS: Use of the rate 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 this rate agreed to herein is predicated upon all of the following conditions: (1) that no costs other than those incurred by the recipient/contractor were included in its 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 the basis for acceptance of the rate agreed to herein and expressly relied upon by the Government in negotiating and accepting the said rate, is not subsequently found to be materially incomplete or inaccurate.
B. ACCOUNTING CHANGES: The rate contained in Section I of this agreement is 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 this rate requires 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. FIXED RATES WITH CARRY-FORWARD PROVISIONS: The fixed rate contained in this agreement is based on estimates of the costs for FY2019. When actual costs for this fiscal year are determined, an adjustment will be applied to a future rate negotiation to recognize the difference between the FY2019 estimated costs used to establish the fixed rate and the negotiated actual FY2019 costs.

D. CARRY-FORWARD AMOUNTS: The fixed rate set forth in Section I includes a portion of FY2013 and FY2014 final carry-forwards. The fixed rate also includes a portion of FY2015 and FY2016 estimated carry-forwards, and FY2017 estimated carry-forwards: ( ) represents over-recovery

<table>
<thead>
<tr>
<th>Year</th>
<th>Liquidated in FY2019 Fixed Fringe Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2013</td>
<td>$ 907,913</td>
</tr>
<tr>
<td>FY2014</td>
<td>($2,588,289)</td>
</tr>
<tr>
<td>FY2015</td>
<td>($1,798,022)</td>
</tr>
<tr>
<td>FY2016</td>
<td>($416,536)</td>
</tr>
<tr>
<td>FY2017</td>
<td>($74,998)</td>
</tr>
</tbody>
</table>

E. USE BY OTHER FEDERAL AGENCIES: The rate set forth in Section I hereof was negotiated in accordance with and under the authority set forth in 2 CFR Part 200. Accordingly, such rate shall be applied to the extent provided in such regulations to grants, contracts and other agreements to which 2 CFR Part 200 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 to provide such agencies with documentary notice of this agreement and its terms and conditions.

Accepted:

FOR RENSSELAER POLYTECHNIC INSTITUTE:

[Signature]
Barbara J. Hough
Vice President for Finance and
Chief Financial Officer

Date: Oct 3 2018

FOR THE U.S. GOVERNMENT:

[Signature]
Betty J. Tingle
Contracting Officer

Date: 10-9-2018

Digitally signed by
TINGLE,BETTY,JOHNSON.1204289
359
DN:cn=US, ou=U.S. Government,
O=DoD, ou=PRL, ou=USN,
cn=TINGLE,BETTY,JOHNSON.1204
389359
Date: 2018.10.09 14:58:23 -04'00'

For information concerning this agreement contact: Betty Tingle, Contracting Officer, Office of Naval Research
Phone: (703) 696-7742, E-mail: betty.tingle@navy.mil