NEGOTIATION AGREEMENT

INSTITUTION: RENSSELAER POLYTECHNIC INSTITUTE
110 8th STREET
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. This rate shall be used for forward pricing and billing purposes for RPI’s Fiscal Year (FY) 2020. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Year 2020.

Section I: RATE - TYPE: PROVISIONAL

Fringe Benefits Rate:

<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>PROV</td>
<td>07/01/19</td>
<td>06/30/20</td>
<td>29.24%</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 the rate agreed to herein is predicated upon all the following conditions: (1) that no costs other than those incurred by the contractor/recipient were included in its indirect cost pool as finally accepted and that all such costs are legal obligations of the contractor/recipient 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/recipient, which was used as the basis for the acceptance of the rate agreed to herein and expressly relied upon by the Government in negotiating 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 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 this rate 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 RATE**: The provisional rate 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 rate set forth in Section I hereof were 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:

BARBARA J. HOUGH
Vice President for Finance and Chief Financial Officer

August 13, 2019

FOR THE U.S. GOVERNMENT:

TINGLE.BETTY.JOH
NSON.1204289359

BETTY J. TINGLE
Contracting Officer

August 27, 2019

Date

For information concerning this agreement contact:

Betty Tingle, Contracting Officer
Office of Naval Research

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E-mail: betty.tingle@navy.mil