

COLLEGES AND UNIVERSITIES RATE AGREEMENT

EIN #: 1580566256A1

DATE: July 13, 2009

INSTITUTION:
Emory University
1784 North Decatur Road
Suite 530
Atlanta

FILING REF.: The preceding
Agreement was dated
April 24, 2008

GA 30322-

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: FACILITIES AND ADMINISTRATIVE COST RATES*

RATE TYPES: FIXED		FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)	
TYPE	EFFECTIVE PERIOD		RATE (%)	LOCATIONS	APPLICABLE TO
	FROM	TO			
FINAL	09/01/06	08/31/07	53.0	On-Campus	Organized Research
PRED.	09/01/07	08/31/08	54.5	On-Campus	Organized Research
PRED.	09/01/08	08/31/10	55.0	On-Campus	Organized Research
FINAL	09/01/06	08/31/07	29.1	Off-Campus	Orgn. Research (A)
PRED.	09/01/07	08/31/10	29.1	Off-Campus	Orgn. Research (A)
FINAL	09/01/06	08/31/07	26.0	Off-Campus	Orgn. Research (B)
PRED.	09/01/07	08/31/10	26.0	Off-Campus	Orgn. Research (B)
FINAL	09/01/06	08/31/07	54.9	On-Campus	Instruction
PRED.	09/01/07	08/31/10	52.0	On-Campus	Instruction (A)
FINAL	09/01/06	08/31/07	40.4	Off-Campus	Instruction (A)
PRED.	09/01/07	08/31/10	38.7	Off-Campus	Instruction (B)
FINAL	09/01/06	08/31/07	26.0	Off-Campus	Instruction (B)
PRED.	09/01/07	08/31/10	26.0	Off-Campus	Instruction (B)
FINAL	09/01/06	08/31/07	42.9	On-Campus	Other Spon Act
PRED.	09/01/07	08/31/10	36.3	On-Campus	Other Spon Act (A)
FINAL	09/01/06	08/31/07	27.8	Off-Campus	Other Spon Act (A)
PRED.	09/01/07	08/31/10	26.5	Off-Campus	Other Spon Act (B)
FINAL	09/01/06	08/31/07	26.0	Off-Campus	Other Spon Act (B)
PRED.	09/01/07	08/31/10	25.5	Off-Campus	Other Spon Act (B)
PROV.	09/01/10	UNTIL AMENDED	Use same rates and conditions as those cited for fiscal year ending August 31, 2010.		

- (A) Off-Campus, Adjacent: Location within 50 miles commuting distance of the University.
- (B) Off-Campus: Location beyond 50 miles commuting distance of the University.

*BASE:
Modified total direct costs, consisting of all salaries and wages, fringe benefits, materials, supplies, services, travel and subgrants and subcontracts up to the first \$25,000 of each subgrant or subcontract (regardless of the period covered by the subgrant or subcontract). Modified total direct costs shall exclude equipment, capital expenditures, charges for patient care, student tuition remission, rental costs of off-site facilities, scholarships, and fellowships as well as the portion of each subgrant and subcontract in excess of \$25,000.

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SECTION I: FRINGE BENEFITS RATES**

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

TYPE	EFFECTIVE PERIOD		RATE (%)	LOCATIONS	APPLICABLE TO
	FROM	TO			
FIXED	09/01/09	08/31/10	26.1	All	Fac/Staff/Post Docs
FIXED	09/01/09	08/31/10	20.7	All	Residents
FIXED	09/01/09	08/31/10	7.6	All	Part-Time
PROV.	09/01/10	UNTIL AMENDED	Use same rates and conditions as those cited for fiscal year ending August 31, 2010.		

**DESCRIPTION OF FRINGE BENEFITS RATE BASE:

Salaries and wages of faculty and staff including vacation, holiday and sick leave pay and other paid absences of only the faculty and staff. Rate does not apply to student employees, research or teaching assistants.

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SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. The fringe benefits included in the rate(s) are listed below.

TREATMENT OF PAID ABSENCES:

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the costs of these paid absences.

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.

Fringe Benefits include: FICA, Retirement, Disability Insurance, Life Insurance, Death Benefits, Tuition Remission, Workers' Compensation, Unemployment Insurance, Health Insurance, Employee Assistance Programs, Child Care Subsidy, Fitness Center, Fringe Benefit Administration and other miscellaneous.

Tuition Benefits for family members other than employees are unallowable for fiscal years beginning after August 31, 1999.

Equipment means an article of nonexpendable tangible personal property having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit.

THIS AGREEMENT UPDATES THE FRINGE BENEFIT RATES ONLY.

INSTITUTION:
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SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions:
(1) Only costs incurred by the organization were included in its facilities and administrative cost pools as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as facilities and administrative costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from facilities and administrative to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-21 Circular, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing facilities and administrative costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of facilities and administrative costs allocable to these programs.

BY THE INSTITUTION:

Emory University

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

Department of Health and Human Services

(AGENCY)

(SIGNATURE)

(NAME)

Director

Division of Cost Allocation

(TITLE)

July 13, 2009

(DATE) 0086

HHS REPRESENTATIVE: Phat Chau

Telephone: (202) 401-2808



DEPARTMENT OF HEALTH & HUMAN SERVICES

ORIGINAL

Program Support Center
Financial Management Service
Division of Cost Allocation

Cohen Building-Room 1067
330 Independence Avenue, S.W.
Washington, DC 20201
PHONE: (202)-401-2808
FAX: (202)-619-3379

July 13, 2008

Mr. Bill Lambert
Director of Cost Accounting
Emory University
Office of Grants and Contracts Accounting
1599 Clifton Road, NE, 4th Floor
Atlanta, GA 30322

Dear Mr. Lambert:

A copy of the F&A Rate Agreement is being faxed to you. This agreement reflects an understanding reached between your organization and a member of my staff concerning the rate(s) that may be used to support your claim for overhead and fringe benefit costs on grants and contracts with the Federal Government.

In addition, both parties agree that the differences between the fixed and actual fringe benefit costs for the fiscal year ended August 31, 2008 are:

- Under-recovery of \$4,687,014 applicable to Faculty /Staff/Post-Doctoral Fellows
- Under-recovery of \$1,281,908 applicable to Residents
- Over-recovery of \$2,081 applicable to Temps. with limited benefits/Students

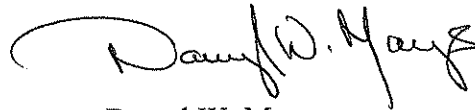
These amounts are included in your fixed fringe benefit rates for the fiscal year ending August 31, 2010 which are listed in the attached Rate Agreement.

To indicate your concurrence with the understanding cited above, please have the agreement signed by an authorized representative of your organization and send to me, retaining a copy for your files. We will reproduce and distribute the Rate Agreement to the appropriate awarding organizations of the Federal Government for their use.

Mr. Lambert
July 13, 2008
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A fringe benefit proposal, together with the required supporting information, must be submitted to this office for each fiscal year in which your organization claims fringe benefits under grants and contracts awarded by the Federal Government. Therefore, your next fringe benefit proposal for the fiscal year ending August 31, 2009 will be due in our office by February 28, 2010.

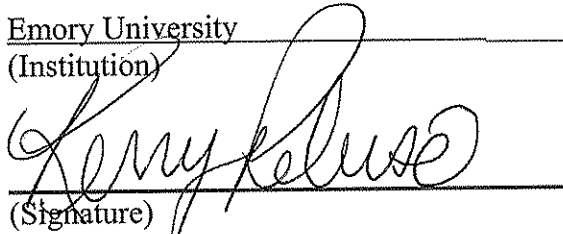
Sincerely,



Darryl W. Mayes
Director, Mid-Atlantic Field Office
Division of Cost Allocation

CONCURRENCE:

Emory University
(Institution)



(Signature)

Kerry Peluso

(Name)

Assoc VP

(Title)

7-28-09

(Date)