



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

IN REPLY REFER TO:

Agreement Date: August 4, 2009
 Supersedes Agreement Dated: June 29, 2009

NEGOTIATION AGREEMENT

**INSTITUTION: UNIVERSITY OF ALASKA
 FAIRBANKS, ALASKA 99775**

The Employee Fringe Benefit rates contained herein are for use on grants, contracts and/or other agreements issued or awarded to The University of Alaska (UA) by all Federal Agencies of the United States of America, in accordance with the cost principles mandated by 2 CFR 220. These rates shall be used for forward pricing and billing purposes for UA's Fiscal Year (FY) 2010. This rate agreement supersedes all previous rate agreements/determinations for Fiscal Year(s) 2010.

Section I: RATES - TYPE: Fixed with Carry-Forward (Fixed)

Fringe Benefits Rates:

TYPE	FROM	TO	RATE		Employment Category
			Staff Benefits Base (a)	Leave Benefits Base (b)	
Fixed	7/1/2009	6/30/2010	57.00%	21.30%	Classified
Fixed	7/1/2009	6/30/2010	53.80%	22.30%	Classified, AHECTE ¹
Fixed	7/1/2009	6/30/2010	44.10%	20.20%	APT ² Exempt
Fixed	7/1/2009	6/30/2010	28.20%	18.70%	Executive
Fixed	7/1/2009	6/30/2010	28.20%	18.70%	Non-Union Faculty (12 mo.)
Fixed	7/1/2009	6/30/2010	28.20%	2.20%	Non-Union Faculty (<12 mo.)
Fixed	7/1/2009	6/30/2010	31.90%	1.70%	UNAC ³ Faculty
Fixed	7/1/2009	6/30/2010	32.40%	1.10%	UAFT ⁴ Faculty
Fixed	7/1/2009	6/30/2010	9.50%	0.00%	Adjunct Faculty
Fixed	7/1/2009	6/30/2010	8.00%	0.00%	Temporary/FICA Students
Fixed	7/1/2009	6/30/2010	41.90%	14.00%	Extended Temporary
Fixed	7/1/2009	6/30/2010	0.00%	0.00%	Student

Notes: ¹Alaska Higher Education Crafts and Trade Employees
²Administrative/Professional/Technical
³United Academics
⁴University of Alaska Federation of Teachers

DISTRIBUTION BASES

- (a) Staff benefits rates are applied to base salaries plus overtime, miscellaneous pay, and leave accrual provisions.
- (b) Leave benefits rates are applied to base salaries excluding: overtime, miscellaneous pay, and paid leave.

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 in this agreement are based on estimates of the costs for FY 2010. When actual costs for the period are determined, an adjustment will be made to the rates of a future year 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 the following estimated FY 2008 carry-forward amounts:

<u>Employee Category</u>	<u>FY 08 Est. Carry-Forward Amounts</u>	
	<u>STAFF BENEFITS</u>	<u>LEAVE BENEFITS</u>
() Denotes Over-Recovery		
Classified	(\$1,951,300)	\$106,100
Classified, AHECTE ¹	(\$804,800)	\$34,900
APT ² Exempt	(\$2,122,700)	\$252,000
Executive, Non-Union Faculty (12 mos)	(\$388,700)	\$206,500
Non-Union Faculty (<12 mos)	*	\$24,800
UNAC ³ Faculty	(\$1,007,900)	\$216,100
UAFT ⁴ Faculty	(\$1,139,000)	(\$89,300)
Adjunct Faculty	(\$44,200)	\$0
Temporary Faculty	(\$63,100)	\$0
Extended Temporary	(\$35,700)	(\$10,300)
Student	\$0	\$0

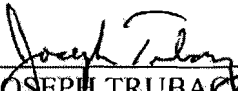
*Job group Non-Union Faculty <12 mos is included in the Exec & Non-Union Faculty – 12 mos group for staff benefit purposes and separate for leave benefit purposes.

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 UNIVERSITY OF ALASKA:

FOR THE U.S. GOVERNMENT:



 JOSEPH TRUBACE
 Chief Financial Officer



 DEBORAH K. RAFI
 Contracting Officer

8/5/09

 Date

8/11/09

 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