

GEORGIA INSTITUTE OF TECHNOLOGY

Outside Counsel Guidelines

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I. INTRODUCTION

The Attorney General of Georgia, through the State Department of Law, serves as legal representative and counsel for the departments, boards, offices, commissions, and other instrumentalities of the government of the State of Georgia (the "State"), along with its officers and employees. The General Counsel and Vice President for Ethics, Compliance and Legal Affairs serves as the chief legal officer for the Georgia Institute of Technology ("Georgia Tech" or the "Institute") and manages the Office of General Counsel ("OGC"). At times, Outside Counsel ("OCs") may be retained to represent the Institute due to a variety of reasons. In matters where the Office of the Attorney General ("AG") would normally represent the Institute, the OCs shall be engaged only under a Special Assistant Attorney General ("SAAG") Order. Except as otherwise specifically noted herein, the billing restrictions set forth below apply regardless of whether the Institute is billed directly, or the Office of the Attorney General is billed on behalf of the Institute per the SAAG Order.

The OGC is committed to providing the highest quality legal services in the most cost-effective manner and engages OCs as a partner in this endeavor. The OC is expected to represent the Institute with integrity, professionalism, and a sense of urgency in resolving legal problems, and to deliver services efficiently and cost effectively. The OGC has issued these Outside Counsel Guidelines ("Guidelines") to provide direction regarding processes and procedures for the handling of its legal matters. These Guidelines set forth the Institute's expectations and help to guide an effective working relationship with OCs. OCs should promptly contact the Designated Representative ("Designated Representative,") with any questions relating to the application of these Guidelines. These Guidelines are not policies, rules, or regulations of the Institute and shall not constitute a contract. These Guidelines are in addition to any other guidance, requirements, or restrictions that may apply to the OC's representation, including but not limited to guidance issued by the AG.

These Guidelines are effective for all work performed beginning January 1, 2023.

The OCs shall ensure that all attorneys, professional staff, and third-party vendors that assist the OCs in their work on behalf of the Institute must be familiar with and adhere to these Guidelines. However, nothing in these Guidelines is in any way intended to interfere with the OC's professional judgment or duties as an advocate representing the interests of the Institute. The OGC reserves the right to amend these Guidelines at any time and notify OCs by posting updated Guidelines on the OGC website.

Please note that attorneys who are retained as investigators are not representing the Institute in the manner outlined here and are subject to separate guidelines.

II. PRE-ENGAGEMENT

A. Retention

If a SAAG order is needed, the OGC will seek an appointment from the AG. OCs who are providing consultative advice will not require a SAAG appointment. If a consultant is hired, the OGC will obtain such services through either a Consulting/Service Agreement or other contract which will be managed and processed by the Institute's Procurement department.

If the OGC, in consultation with the AG, determines that a SAAG order is not required such representation by OCs also shall be subject to these Guidelines. The OGC will be provided with an engagement letter by the OC. This engagement letter shall be specific to the attorney(s) named as the designated OC, identify rates for the personnel that will provide the services, and may set a fee schedule and/or cap on costs that shall not be exceeded without additional written approval from the Designated Representative. New personnel shall not be utilized for the services, new fees shall not be implemented, and the cap on costs (if applicable) shall not be exceeded without the written approval of the Designated Representative. The engagement letter is not a general appointment of a law firm, nor does it authorize other attorneys or personnel to work on the matter unless approved in accordance with these Guidelines.

OCs must also complete and execute such additional forms as the contract or engagement letter may require and must provide additional documentation or information as requested before invoices for services will be eligible for payment.

B. Conflicts of Interest

1. Initial Conflicts Check

Prior to engagement, the OC shall perform a thorough check for actual or potential conflicts of interest, as defined by the applicable rules of professional conduct, which may arise from the representation of or work for the Institute. The OC must use best efforts to identify and discuss with the Designated Representative any potential conflicts of a philosophic or policy-driven basis (i.e., positional conflicts) that may compromise a position taken by the State or Institute (e.g., if the firm is presently advocating or

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intends to advocate a position adverse to the position of the State or the Institute). Any conflict or potential conflict must be discussed with the Designated Representative as soon as it becomes known. The OGC reserves the right to determine, in its sole discretion, whether the OC has an actual or potential conflict of interest as discussed below.

Acceptance of an engagement on a matter by an OC without written disclosure of any conflicts constitutes a representation by the OC that a conflict check has been conducted and that there are no conflicts.

2. State Agency Conflicts

The Institute, through the OGC, has a duty to protect the public interest.

OCs cannot represent third parties with interests adverse to the Institute. OCs cannot represent the Institute in matters involving such third parties if the firm concurrently represents those third parties in other matters. Furthermore, OCs cannot take an adversarial position against the Institute on behalf of any third party.

OCs are precluded from undertaking the representation of another client if such representation could present a risk that the OC's responsibility to provide independent advice or diligent and competent representation to the Institute would be limited or otherwise affected.

In accordance with the disclosure obligations set forth above, OCs must promptly and fully disclose to the Designated Representative any potential conflict of interest. The Institute, after consultation with the OC, shall have the sole discretion to determine whether an impermissible conflict exists and/or to determine whether a waiver of this requirement will be granted upon the OC's request. When making a request for a waiver, the OC shall present to the OGC a conflict management plan which shall mitigate the actual and/or perceived conflicts.

3. Continuing Obligation

The obligation to disclose conflicts continues throughout the course of the representation. OCs must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Designated Representative immediately.

C. Privacy and Data Security

The Institute expects OCs to comply with all applicable data privacy and data protection laws in connection with its representation of the Institute. OC must maintain a comprehensive information security program. To that end, at no additional cost to the Institute, OC should expect to provide details to the Institute on such programs and to work with the Institute's internal data security and privacy teams to ensure acceptable standards are in place and verifiable.

D. Confidentiality

In the course of its work for the Institute, the OC may gain access to nonpublic and confidential information. The OC shall make every effort to maintain and protect information that may be accessed by OC. In addition, the Institute requires OCs to maintain the confidentiality of its information both during and after the course of the firm's representation of the Institute. The OC must have in place appropriate procedures to ensure the protection of all such information. OCs must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality, and nondisclosure of all privileged, proprietary, and confidential information. The OC must ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Given the Institute's legal obligations, including but not limited to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq., the Institute may not agree to maintain the confidentiality of its settlement agreements.

III. RESPONSIBILITIES OF GEORGIA TECH'S OFFICE OF GENERAL COUNSEL

The Institute, through the OGC, shall identify a Designated Representative to supervise the OC. The Designated Representative has primary responsibility regarding their OC's representation, including financial and strategic decisions, with oversight by the AG for matters governed by a SAAG order.

The Designated Representative will provide:

- a) Clear, specific instructions;
- b) Communicate the Institute's objectives;
- c) Follow the progress of the matter;
- d) Keep the OC informed of important developments; and

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e) Act as liaison between the OC and the Institute.

IV. OUTSIDE AND INVESTIGATIVE COUNSEL RESPONSIBILITIES

A. Exceptions to Guidelines

It is the OC's responsibility to discuss with the Designated Representative all questions concerning the application of these Guidelines before proceeding on a course of action not specifically authorized by the Guidelines.

B. Communication

In addition to performing assigned legal work in a competent and timely manner, the OC shall inform the Designated Representative of all material developments, particularly those affecting the Institute's liability and loss exposure. The OC must provide regular, timely, and effective communications to the Designated Representative and permit the Designated Representative to be actively involved in the representation.

For litigation matters, all strategic and tactical decisions are to be made jointly with the Designated Representative. All agreements, pleadings, material correspondence or communications to third parties should be reviewed by the Designated Representative prior to submission, unless directed otherwise. Major legal research, fact-finding, discovery or other projects must be approved in advance of any such work. The Designated Representative or their designee may be present whenever OC meets with Institute employees, contractors, or agents at the discretion of the Designated Representative.

C. Ethical Standards

The OGC conducts itself in accordance with the highest ethical standards and expects the same of its OCs. The OC should advise the Designated Representative of the Institute's responsibilities under applicable laws and regulations and any legal risks in a proposed course of action. If the OC believes that an Institute employee has engaged or will engage in illegal or unethical activity as a representative of the Institute, the OC must immediately advise the Designated Representative. No Institute employee has authority to instruct the OC to act in an unethical manner in connection with any matter.

The OGC will terminate its relationship with any OC who fails to adhere to the foregoing ethical standards in connection with the OC's representation of the Institute.

D. Malpractice Insurance

OCs representing or performing work on behalf of the Institute are expected to maintain legal malpractice insurance coverage that is reasonable and prudent in relation to the matters being handled on behalf of the Institute. The OC shall, upon request, promptly provide the Designated Representative with copies of any applicable policies required under this section. Each policy provided must be certified by the agent or underwriter to be a true copy. If the OC does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, the OC must immediately notify the Designated Representative.

E. File Retention

For Litigated Matters and Where Litigation is Reasonably Anticipated: OCs shall retain documents, pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the period of time specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. OCs shall notify the OGC, through its Designated Representative, in writing no less than sixty (60) days prior to destroying any file. The file must be destroyed in a manner that preserves the confidentiality of the materials. Along with the written notification, the OC shall submit an inventory of any original Institute documents contained in the file to be destroyed and a certification that any electronic version of the file will also be destroyed or deleted.

For Transactional and Advice Matters: Documents shall be retained and Outside Counsel shall retain in accordance with the Georgia Records Act, O.C.G.A. §50-18-90 et. seq., and follow the Records Retention Schedule set forth by the University System of Georgia (USG) unless applicable law mandates a longer or lesser retention schedule.

F. Media

The OC shall not make any statements to the media on behalf of the Institute or the OGC or relating to Institute matters. All media inquiries must be immediately reported to the Designated Representative who will coordinate with the Office of Institute

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Communications ("IC") regarding such requests. The Designated Representative may ask the OC to assist in the development of media responses.

V. SETTLEMENT AND ALTERNATIVE DISPUTE RESOLUTION

The Attorney General and the General Counsel encourage early settlement discussions where appropriate. Therefore, OCs should promptly bring settlement opportunities to the Designated Representative's attention for escalation to the General Counsel. The General Counsel or their designee must authorize any settlement communication or the use of Alternative Dispute Resolution ("ADR"). All offers of settlement from opposing counsel or parties shall be promptly communicated to the Designated Representative.

VI. STRATEGY AND STAFFING POLICY

A. Initial Planning and Strategy

If requested by the Designated Representative, the OC should develop a strategic plan which is acceptable to the OGC as early as possible in the engagement. This plan will vary depending upon the type of matter and size but should include an identification of the Institute's objectives and a proposal as to how best to achieve them, the major steps likely to be required, and their timing and sequence. OC will update the plan upon any significant developments that could alter the initial strategic plan, or otherwise when needed.

B. Outside Counsel Staffing on Various Matters

At the outset of the OC's representation, OC and the Designated Representative may confer and agree on which attorney(s) within the firm will have primary responsibility for various matter(s) and on the number, names, and billing rates of the partners, associates, and paralegals who will be assigned to the matter. Any agreements on these matters shall be in writing, and for SAAGs, may be addressed in corresponding SAAG Orders and/or accompanying SAAG Order documentation. Thereafter, approval from the Designated Representative will be required to make any additions or substitutions to authorized billers or to change any hourly rates. The Institute will not pay for "ramp up" or learning time from staffing changes precipitated solely by outside counsel.

The Institute expects the OC to exercise care to avoid overstaffing. Unless otherwise approved in advance, the Institute will not pay for: (1) more than one attorney to attend a trial, motion hearing, conference, meeting, or deposition; (2) internal firm conferences and internal written (including electronic) communication; or (3) the inclusion of associates at meetings or hearings when it is not necessary for the advancement of the meeting or the hearing.

The Institute expects staffing to be efficient. The OC is expected to utilize the services of partners, associates, and paralegals to meet the Institute's expectations in the highest quality and most cost-effective manner. The Institute must not be billed for excessive time spent on tasks or excessive fees resulting from tasks performed by over-qualified or under-qualified professionals. If the Designated Representative determines, after consultation with the OC, that staffing for particular tasks is inappropriate, the hourly rate charged may be reduced to a rate consistent with that of a lower-level professional in the Institute's sole discretion. Similarly, if the Designated Representative determines that excessive time was spent on a particular task, the time billed may be reduced at the Designated Representative's sole discretion. Additionally, the Institute will not pay for more than ten (10) hours of time by a single timekeeper in a single day unless otherwise approved in advance. Routine file maintenance and other administrative functions are the OC's responsibility and should not be billed to the Institute. Please review the Fees section below for a list of clerical and administrative tasks that should not be billed, and will not be paid, no matter who performs the work.

The Institute believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end. The Institute expects the OC to strive for continuity in staffing. The Institute will not pay and should not be billed for downtime or learning time that may result from staffing changes or for any routine training or supervisory time, including time spent at seminars, unless specifically approved in writing in advance. The Institute will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work such as approved research or drafting projects. The Institute will not reimburse for time spent by temporary or contract attorneys unless approved by the Institute in advance in writing. The Institute does not expect to be billed and will not pay for time submitted by administrative staff; librarians; secretaries; billing, filing, docketing, or document clerks; internal messengers/couriers; temporary or clerical support staff; and IT professionals.

C. Insurance and Indemnity Coverage.

In litigation or adversarial matters, OC should address with the Designated Representative possible insurance or indemnity coverage, and proper notice to insurance carriers or indemnitors.

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VII. BILLING POLICY

A. Alternative Fee Arrangements (AFAs)

For litigation and advice matters and particular transactional matters, the Institute will consider non-hourly fee arrangements, if possible, including but not limited to fixed-fee arrangements, reduced hourly rates with incentive bonuses, value billing, negotiated discounts, and blended rates. The Institute has adopted alternative fee arrangements in appropriate circumstances and encourages the OC to propose them. If billing is on an hourly basis, and it is anticipated that the matters will require fees and expenses in excess of \$30,000, OC and the Designated Representative will develop a detailed budget, preferably by phase and task of the matter, for the calendar year and for the life of the matter. Together with the Designated Representative, the OC should revise and adjust this budget quarterly or as needed.

B. Rates

The Institute will pay for actual services rendered at rates established in the engagement agreement. Hourly rates will remain fixed for the duration of the representation on a particular matter unless otherwise agreed to in writing. Billings submitted at a rate that exceeds the approved rate for a particular timekeeper or timekeeper level will be reduced to the approved rate. Billing rate increases should not be submitted unless previously discussed and approved in writing by the Designated Representative. Approved increases will be effective for charges incurred on and after the date of the written approval.

C. Billing Procedures

1. Beginning January 1, 2023, all invoice services performed under a SAAG Order must be submitted using the process described in the Office of the Attorney General's Special Assistant Attorney General Guidelines; <https://law.georgia.gov/document/publication/saag-billing-guidelines/download>, specifically **Appendix E: Using Counsellink**. OCs providing consultative services must scan invoices and send as an email to: apinvoices@gatech.edu.
2. For litigation, advice, and transactional matters, the OC shall submit monthly invoices within thirty (30) days of the conclusion of the billing period. For clarification and avoidance of doubt, if the OC is a SAAG, the OC shall submit such monthly charges directly to the AG via its Counsellink system as set forth above. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, the Institute will not pay for services or expenses incurred more than ninety (90) days prior to the date the invoice is submitted.
3. Absent a specific agreement for an alternative fee arrangement, OC fees shall be computed by applying the negotiated hourly rate to the time for the services expended. The hours shown must accurately reflect the time spent on the activity described and must either be the exact amount of time or the exact time rounded up or down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the Institute will not pay for any time recorded in a block fashion.
4. The invoices shall identify the matter name and contain a detailed statement of the time spent by each timekeeper on each activity, including a statement of the date each service was rendered, type of activity, subject matter, and all persons involved. Narrative descriptions of work performed that lack sufficient detail will be rejected. For clarification and avoidance of doubt, if the OC is a SAAG, this rejection will come directly from the AG. The Institute does not negotiate prompt pay discounts and will not be responsible for late fees or other administrative charges.
5. Every bill from the OC is deemed a certification by the firm and billing partner that the legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of services. Attorney and paralegal time and disbursements that are not necessary for the cost-effective handling of the legal matter should be deleted and will not be reimbursed.
6. The Institute reserves the right to audit all fees and disbursements submitted by the OC, and the corresponding file. The Institute may perform this audit or retain an outside entity to perform the audit.
7. If any OC's billing practices raise questions about the OC's integrity, honesty or compliance with the applicable rules of professional conduct or these Guidelines, the OGC may determine that fees shall be reduced and/or not paid. The OGC expressly reserves the right to terminate the OC's representation at any time at the OGC's sole discretion.
8. Local counsel, experts, consultants, and other vendors may be retained only if approved in advance by the Designated Representative. OC should first consult with the Designated Representative to determine whether the Institute has a relevant preferred arrangement in place. Billing for non-SAAG local counsel, experts, consultants, or other vendors should be made directly to the Institute, unless OC and the Designated Representative agree otherwise. Copies of the billing should be sent to OC for

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review or approval as appropriate.

D. Invoice Format

Notwithstanding anything herein, monthly invoices submitted by OCs who are SAAGs shall be submitted to the AG in accordance with the AG's requirements. Such monthly invoices shall be then provided by the AG to the OGC.

All other OC invoices shall include, at a minimum, provide the following information:

- Unique invoice number
- Invoice date
- Matter name
- Office of General Counsel's matter number and/or OC's matter number
- Any other identifying number as required by the Designated Representative
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the service provided, or task performed for each specific task. The description should clearly describe the task performed to allow the OGC to determine whether it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'miscellaneous', 'other', etc.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

This section applies only to OCs who are not SAAGs: If the OC provides services on more than one matter during a billing period, a separate invoice for each matter is required. OCs who are not SAAGs, please refer to **Appendix A - Billing Procedures** for more specifics.

E. Non-reimbursable Expenses and Overhead Charges

1. Administrative and Support Services, including basic support services, which the Office of the Attorney General and/or the OGC deems to be part of the OC's overhead and built into the rate structure, shall not be paid. For example, no payment will be made for tasks and services by administrative staff, secretaries, proofreaders, managing clerks, information system technicians, librarians, computer operators, internal messengers, and the like, including any fees or expenses related to overtime, wages, meals, and transportation for support activities.
2. Time spent preparing, discussing, or supporting OC's invoices will not be reimbursed. Clerical or administrative tasks are considered overhead included in the OC billing rates, regardless of the personnel performing the task. These non-reimbursable tasks include but are not limited to: photocopying, printing, binding, or scanning; Bates stamping, indexing, collating, or coding of documents; filing (including indexing pleadings, opening or closing files, updating or organizing files); preparing transmittal letters or proofs of service; mailing or faxing; processing of mail or faxes; word processing; proofreading; maintenance of a calendar or tickler system, case tracking; scheduling appointments, events, depositions, conferences, deliveries, or travel; data entry, loading, or conversion; database administration and maintenance; review and/or processing of vendor, expert, or local counsel billing statements; interaction with vendors; investigating potential conflicts; library usage or library staff time, filing; and other general clerical and ministerial functions.
3. Legal Research. The OC is expected to be familiar with the basic substantive law at issue in the matter for which the firm was retained, and time should not be charged for this type of research. The Institute also expects to benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same to its particular needs. If legal research benefits other clients, only a proportionate share of the cost should be billed on behalf of the Institute. Payment will be made only for the actual time spent by the OC or other approved timekeepers conducting the research. Fees charged by electronic or other research services, including library fees, Westlaw, Lexis, or other online services are considered general overhead and are not reimbursable.

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4. Disbursements and Costs

i. *Generally*

The OC will be reimbursed for reasonable, documented, and itemized out-of-pocket disbursements and costs incurred on behalf of the Institute, with the exceptions and limitations set forth in these Guidelines. The OC's invoices should reflect the actual cost and should not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The Institute may refuse to pay for disbursements billed as 'miscellaneous', billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without description.

Neither the Office of the Attorney General nor the Institute will reimburse the OC for basic overhead expenses considered part of the OC's cost of doing business, office supplies, rent/utilities, internet service fees, cellular or similar device charges, firm conference room charges, temporary office space, equipment rental, storage charges, printing or laser printing, case management or litigation software or systems, computer hardware or software, IT charges including database creation and/or maintenance, subscriptions, books, periodicals or publications, professional association fees, attendance at seminars, CLE programs or conferences, group outings, client entertainment, or interest on outstanding invoices, etc.

ii. *Expense Reimbursement*

To ensure compliance with the Institute's and/or the OGC's reimbursement policies, all firms shall require itemization of out-of-pocket expenses such as airline tickets, meals, and hotel bills, including original receipts, before making reimbursement to any attorney, employee, or third party. Travel and meal expenses and receipts may be audited and shall be retained by the OC in accordance with applicable IRS guidelines. Unless requested to do so, the OC should not forward copies of travel and meal expense receipts with the firm's invoice.

DISBURSEMENT CATEGORY	INSTITUTE REIMBURSEMENT POLICY
<i>Court Reporter Expenses</i>	Actual costs incurred for court reporters and transcripts will be reimbursed. In the event the Designated Representative does not request a specific court reporter, the OC should obtain the lowest possible charge for court reporting fees, including any possible volume discounts. Transcription expenses must identify the court reporter and the services provided (e.g., number of transcripts or pages, hard copies or digital copies or recordings, etc.).
<i>Express Mail and Couriers</i>	Express mail and courier fees are reimbursable with proper documentation but should be incurred only when necessary.
<i>Photocopying</i>	Photocopying will not be reimbursed.
<i>Postage</i>	Postage expenses are considered general overhead and are not reimbursable.
<i>Telephone and Facsimile Transmissions</i>	Telephone charges (including conference call charges) and facsimile transmissions, local and long distance, are considered general overhead and are not reimbursable. Electronic transmission of documents (scanning and emailing) is the preferred method.
<i>Third Party Services</i>	<p>The OC has the responsibility to ensure that there are no conflicts between any third-party vendor and the Institute. The fee and disbursement policies outlined in these Guidelines shall be made available to and followed by third parties. It is the OC's responsibility to confirm that all third-party billings comply with these Guidelines.</p> <p>Invoices from third party vendors should be paid directly by the OC, incorporated into the OC's invoices to the Institute or the AG, and include the appropriate details. Copies of third-party invoices may be requested by the OGC and should be retained in accordance with Internal Revenue Service ("IRS") guidelines. There may be times when it would be more appropriate for the Institute to pay a third-party vendor directly. If so, the OC in consultation with the Designated Representative shall take the steps necessary to have the invoice paid by the Institute.</p>

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<p><i>Travel</i></p>	<ul style="list-style-type: none"> • <i>Alternatives to Travel Encouraged</i> Alternatives to travel such as conference calls or videoconferences are strongly encouraged and should be used by the OC whenever practicable. All travel time must be clearly identified on the invoice in a separate time entry. • <i>Air & Rail Travel</i> All air and rail travel must be approved by the Designated Representative in writing, in advance. Unless an exception is specifically approved in advance, the OGC will not reimburse airfares or rail fares that exceed the standard coach fare. The OC is expected to take advantage of any discounts available. The Institute expects that travel time on its matters will be used as productively as possible and that legitimate charges billed during travel time will be paid at the full hourly rate, but only if the timekeeper in question actually worked only on Institute matters while traveling and a description of the work is provided. Travel time itself will generally not be compensated unless approved in advance. • <i>Automobile Travel</i> The mileage reimbursement rate is determined by the Statewide Travel Regulations which can be found on the Georgia State Accounting Office website (http://sao.georgia.gov). The purpose of the trip, as well as the origin and destination points, must be shown. • <i>Meals</i> The OGC will reimburse the OC for meals based on the Statewide Travel Regulations found at the Georgia State Accounting Office website (http://sao.georgia.gov). Under no circumstances will the OGC reimburse alcoholic beverages. • <i>Hotel Lodging / Accommodations</i> The OGC will reimburse the OC for hotel lodging/accommodation expenses based on the Statewide Travel Regulations found at the Georgia State Accounting Office website (http://sao.georgia.gov).
<p><i>Personal Travel Expenses</i></p>	<p>They will not be reimbursed. These include, but are not limited to, salon expenses, in-room or in-flight movies or entertainment, excess baggage expenses, travel agency expenses, shoeshines, toiletries, dry cleaning, laundry, and/or luggage.</p>

APPENDIX A
Billing Procedures for Outside Counsels who are not SAAGs

To ensure prompt payment, invoices must be scanned and sent as an email attachment to the Designated Representative.

- Invoices must include a unique invoice number, invoice date, and reference a 10-digit purchase order number.
- Terms for payment are net thirty (30) days from receipt of invoice, receipt of goods, or receipt of correct invoice, whichever is later.
- Georgia Tech is exempt from sales/use tax for goods received in Georgia. Where applicable, awarded contractor will receive a copy of Georgia Tech's tax-exempt form.
- Georgia Tech will withhold taxes, where required, for non-US residents and entities.
- Georgia Tech can make payments electronically. This requires registering through Georgia Tech's Bank of America PayMode ACH process. (<http://www.pavmode.com/gatech>)