

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM S-3

**REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933**

CRA International, Inc.

(Exact name of registrant as specified in its charter)

Massachusetts
*(State or other jurisdiction
of incorporation or organization)*

04-2372210
*(I.R.S. Employer
Identification Number)*

**200 Clarendon Street, T-33
Boston, Massachusetts 02116-5092
(617) 425-3000**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**James C. Burrows
President and Chief Executive Officer
CRA International, Inc.
200 Clarendon Street, T-33
Boston, Massachusetts 02116-5092
(617) 425-3000**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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CRA International, Inc.
200 Clarendon Street, T-33
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(617) 425-3000**

Approximate date of commencement of proposed sale to the public: From time to time after this registration statement becomes effective.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: _____

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: _____

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box:

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box:

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per share (1)	Proposed maximum aggregate offering price (1)	Amount of registration fee
Common stock, no par value	87,316(2)	\$50.69	\$4,426,049	\$136

(1) Calculated pursuant to Rule 457(c) under the Securities Act of 1933 based on the average of the high and low sale prices of the registrant's common stock as reported by the Nasdaq Global Select Market on April 9, 2007.

(2) This registration statement also relates to such indeterminate number of additional shares of the registrant's common stock as may become issuable in the event of any stock dividend, stock split, recapitalization or similar event.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities, and it is not soliciting an offer to buy these securities, in any state where the offer or sale is not permitted.

Subject to completion, dated April 12, 2007

PROSPECTUS

CRA International, Inc.

87,316 Shares

Common Stock

The shares of our common stock covered by this prospectus are being offered for sale by the selling shareholders identified in this prospectus on a delayed or continuous basis.

We will not receive any proceeds from the offering. We will bear the costs related to the registration of the shares offered by this prospectus, other than selling commissions.

The selling shareholders, or pledgees, donees, transferees, or other successors-in-interest of the selling shareholders, may offer and sell the shares from time to time in one or more transactions. Sales may be made on one or more exchanges, including the Nasdaq Global Select Market, in the over-the-counter market, or in privately negotiated transactions at prevailing market prices at the time of the sale, at fixed prices, at varying prices determined at the time of the sale, or at negotiated prices. The selling shareholders may sell the shares through broker-dealers or agents, who may receive compensation in the form of commissions, discounts, or concessions.

Our common stock is traded on the Nasdaq Global Select Market under the symbol "CRAI." The last reported sale price of our common stock on the Nasdaq Global Select Market on April 9, 2007 was \$50.33 per share.

Investing in our common stock involves a high degree of risk. See "Risk Factors" beginning on page 4.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is April 12, 2007.

Table of Contents

	<u>Page</u>
Summary	1
Risk Factors	4
Special Note Regarding Forward-Looking Statements	4
Use of Proceeds	4
Selling Shareholders	5
Plan of Distribution	7
Legal Matters	9
Experts	9
Where You Can Find More Information	9
Information Incorporated by Reference	10

You should rely only on the information contained in this prospectus, in any supplement to this prospectus, and in the documents incorporated by reference in this prospectus. We have not authorized any person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. The selling shareholders are not making an offer to sell these securities in any jurisdiction where their offer or sale is not permitted. Regardless of the time of delivery of this prospectus or any supplement to this prospectus or of any sale of the securities, you should assume that the information in this prospectus is accurate only as of the date on the front cover of this prospectus, that the information in any supplement to this prospectus is accurate only as of its date, and that the information incorporated by reference is accurate only as of the date of the document incorporated by reference. Our business, financial condition, results of operations, and prospects may have changed since the date on the front cover of this prospectus.

This prospectus contains summaries of certain provisions of some of the documents described in this prospectus, and reference is made to the actual documents filed with the United States Securities and Exchange Commission, or SEC, for complete information. Copies of some of the documents referred to in this prospectus have been or will be filed or incorporated by reference as exhibits to the registration statement of which this prospectus is a part, and you may obtain copies of those documents as described below under "Where You Can Find More Information" and "Information Incorporated by Reference."

When used in this prospectus or in any supplement to this prospectus, the terms "CRA," "we," "our," and "us" refer to CRA International, Inc. and its subsidiaries, unless otherwise specified. CRA International, Inc., CRA, and the CRA logo are our registered U.S. trademarks. All rights are reserved. This prospectus may also include or incorporate by reference trademarks of companies other than CRA.

SUMMARY

This summary is a brief discussion of material information contained in, or incorporated by reference into, this prospectus as further described below under "Where You Can Find More Information" and "Information Incorporated by Reference." This summary does not contain all of the information that you should consider before investing in our common stock being offered by this prospectus. We urge you to read carefully this entire prospectus, the documents incorporated by reference into this prospectus, and any supplements to this prospectus before making an investment decision.

About This Prospectus

This prospectus is part of a "shelf" registration statement that we filed with the SEC. Under this registration statement, the selling shareholders listed in the selling shareholder table included in this prospectus may from time to time offer up to 87,316 shares of our common stock owned by them, at prices and on terms to be determined at or prior to the time of sale. We will not receive any proceeds from the sale of common stock by the selling shareholders.

Upon receipt of notice from the selling shareholders, we will file any amendment or prospectus supplement that may be required in connection with any sale by a selling shareholder. You should carefully read both this prospectus and any applicable prospectus supplement, together with the additional information described under the heading "Where You Can Find More Information" and "Information Incorporated by Reference." If there is any inconsistency between the information in this prospectus and a prospectus supplement, you should rely on the information in that prospectus supplement.

About CRA International, Inc.

We are a worldwide leading economic, financial, and management consulting services firm that applies advanced analytic techniques and in-depth industry knowledge to complex engagements for a broad range of clients. Founded in 1965, we work with businesses, law firms, accounting firms, and governments in providing original, authoritative advice and a wide range of services around the world. We combine economic and financial analysis with expertise in litigation and regulatory support, business strategy and planning, market and demand forecasting, policy analysis, and engineering and technology strategy. We are often retained in high-stakes matters, such as multibillion-dollar mergers and acquisitions, new product introductions, major strategy and capital investment decisions, and complex litigation, the outcomes of which often have significant consequences for the parties involved. These matters often require independent analysis and, as a result, companies must rely on outside experts. Companies turn to us because we can provide large teams of highly credentialed and experienced economic and finance experts to address complex, high-stakes matters.

We offer consulting services in two broad areas: legal, regulatory, and financial consulting and business consulting, which, excluding revenues generated by our NeuCo subsidiary prior to deconsolidation, represented approximately 99% of our consolidated revenues in fiscal 2006. We provide our services primarily through our highly credentialed and experienced staff of employee consultants. As of November 25, 2006, we employed 733 consultants, including approximately 150 employee consultants with doctorates and approximately 249 employee consultants with other advanced degrees. Our employee consultants have backgrounds in a wide range of disciplines, including economics, business, corporate finance, materials sciences, and engineering. We are extremely selective in our hiring of consultants, recruiting from leading universities, industry, and government. Many of our employee consultants are nationally or internationally recognized as experts in their respective fields and have published scholarly articles, lectured extensively, and been quoted in the press. To enhance

the expertise we provide to our clients, we maintain close working relationships with a select group of renowned academic and industry non-employee experts.

On October 25, 2006, we announced that we will be operating under three platforms as of December 1, 2006: (i) finance, (ii) litigation and applied economics, and (iii) strategy and business consulting. Finance includes our valuation and accounting, financial markets, insurance, and risk management practices. Litigation and applied economics includes our competition, intellectual property, trade, and transfer pricing practices. Strategy and business consulting includes our capital projects, chemicals and petroleum, energy and environment, pharmaceuticals, and transportation and aerospace/defense practices.

Our business is diversified across multiple dimensions, including service offerings, vertical industry coverage, areas of functional expertise, client base, and geography. Through 23 offices located around the world, we provide multiple services across 13 areas of functional expertise to hundreds of clients across 12 vertical industries. We believe this diversification reduces our dependence on any particular market, industry, or geographic area.

In our legal, regulatory, and financial consulting practice, we work with law firms and businesses involved in litigation and regulatory proceedings, providing expert advice on highly technical issues, such as the competitive effects of mergers and acquisitions, antitrust issues, calculations of damages, measurement of market share and market concentration, liability analysis in securities fraud cases, and the impact of increased regulation. This business is driven primarily by regulatory changes and high-stakes legal proceedings, which typically are not highly correlated with the business cycle.

In our business consulting practice, we use our expertise in economics, finance, and business analysis to offer our clients such services as strategy development, performance improvement, corporate portfolio analysis, estimation of market demand, new product pricing strategies, valuation of intellectual property and other assets, assessment of competitors' actions, and analysis of new sources of supply.

Our analytical expertise in advanced economic and financial methods is complemented by our in-depth expertise in specific industries, including aerospace and defense, chemicals and petroleum, electric power and other energy/environmental industries, financial services, healthcare, materials and manufacturing, media, oil and gas, pharmaceuticals, sports, telecommunications, and transportation.

We have completed thousands of engagements for clients around the world, including domestic and foreign companies; federal, state, and local domestic government agencies; governments of foreign countries; public and private utilities; and national and international trade associations. Our clients come from a broad range of industries, with our top ten clients in fiscal 2006 accounting for approximately 19% of our revenues, and no single client accounting for more than 5% of our revenues. We also work with many of the world's leading law firms. We experience a high level of repeat business; in fiscal 2006, approximately 90% of our revenues resulted from either ongoing engagements or new engagements for existing clients.

We deliver our services through a global network of 23 coordinated offices located domestically in Boston and Cambridge, Massachusetts; Chicago, Illinois; New York, New York; College Station, Dallas, and Houston, Texas; Oakland, Palo Alto, and Pasadena, California; Atlanta, Georgia; Philadelphia, Pennsylvania; Salt Lake City, Utah; and Washington, D.C.; and internationally in Brussels, Belgium; Manama, Bahrain; Hong Kong, China; London, United Kingdom; Melbourne, Canberra, and Sydney, Australia; Toronto, Canada; and Wellington, New Zealand. In fiscal 2006, we closed our Mexico City, Mexico office.

We are a Massachusetts corporation and our principal executive offices are located at 200 Clarendon Street, T-33, Boston, Massachusetts 02116, and our telephone number at that address is (617) 425-3000. Our principal internet address is www.crai.com. We do not incorporate the information on our website into this prospectus, and you should not consider it part of this prospectus.

The Offering

Shares offered by selling shareholders

87,316 shares

Use of proceeds

We will not receive any proceeds from the sale of shares of common stock offered by this prospectus.

Nasdaq Global Select Market symbol

CRAI

RISK FACTORS

Investing in our common stock involves a high degree of risk. Please carefully consider the risk factors described under the heading "Risk Factors" in our quarterly report on Form 10-Q for the fiscal quarter ended February 16, 2007, which is incorporated by reference in this prospectus.

Before making an investment decision, you should carefully consider these risks as well as the risk factors and information we include or incorporate by reference in this prospectus. The risks and uncertainties we have described are not the only ones we face. Additional risks and uncertainties of which we are unaware or that we currently deem immaterial may also have a material adverse effect on our business, operations, revenues, net income, and future prospects. If any of these risks materializes, the trading price of our common stock could fall, and you might lose all or part of your investment.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, the documents incorporated by reference in this prospectus and any supplements to this prospectus may contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements about our future financial performance, business operations, product development and other plans. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "could," "anticipate," "estimate," "expects," "projects," "predicts," "intends," "plans," "believes," and similar words or phrases. Forward-looking statements are merely our current predictions of future events. These statements involve known and unknown risks and uncertainties that could cause actual results to differ materially from our predictions. Important factors that could cause actual events to vary from our predictions include those described under the heading "Risk Factors," as well as those stated in our other SEC filings incorporated by reference in this prospectus.

Because of these risks and uncertainties, you should not place undue reliance on forward-looking statements, which speak only as of the date of the document in which they are presented. We undertake no obligation to update our forward-looking statements to reflect new information or developments.

USE OF PROCEEDS

We will not receive any proceeds from the sale by the selling shareholders of the shares of common stock offered by this prospectus.

SELLING SHAREHOLDERS

The selling shareholders are former employees of InteCap, Inc., who acquired the shares of common stock covered by this prospectus from us in connection with our acquisition of InteCap, Inc. on April 30, 2004. Unless otherwise indicated, each of them has been employed by us since the time of the acquisition. We issued the shares of common stock to each of the selling shareholders pursuant to the terms of a stock purchase agreement between the selling shareholder and us. In each stock purchase agreement, we agreed to register for resale the shares of common stock issued to the selling shareholders. In addition, before selling any shares, the selling shareholders must first give us the opportunity to repurchase the shares based on a formula current market price set forth in the stock purchase agreements. The shares of common stock covered by this prospectus have been validly issued and are fully paid and non-assessable.

The following table provides information with respect to the beneficial ownership of our common stock by the selling shareholders as of April 6, 2007 and upon completion of the sale of all of the shares being registered. For purposes of this table, we have assumed that the selling shareholders will sell all of the shares offered by this prospectus. The shares being offered may be offered or sold by the selling shareholders or their pledgees, donees, transferees or other successors-in-interest.

For purposes of the following table, beneficial ownership is determined in accordance with the rules of the SEC. Under these rules, shares of our common stock issuable under options, warrants or other rights that are currently exercisable or exercisable within 60 days after April 6, 2007 are deemed outstanding, are included in the number of shares beneficially owned by a person or entity named in the table, and are used to compute the percentage ownership of that person or entity. These shares are not, however, deemed outstanding for computing the percentage ownership of any other person or entity. The inclusion of shares listed as beneficially owned does not constitute an admission of beneficial ownership. We have computed the percentage beneficially owned based upon 11,772,329 shares of our common stock outstanding as of April 6, 2007.

	Shares beneficially owned before offering				Number of shares to be offered	Shares to be beneficially owned after offering			
	Outstanding	Right to acquire	Total	Percent		Outstanding	Right to acquire	Total	Percent
Bokhart, Chris	1,829	2,782	4,611	*	1,829	—	2,782	2,782	*
Bone, John	2,438	3,250	5,688	*	2,438	—	3,250	3,250	*
Bratic, Walt	16,645	15,521	32,166	*	12,343	4,302	15,521	19,823	*
Brennan, John(1)	762	—	762	*	762	—	—	—	*
Burns, Fran	2,286	3,305	5,591	*	2,286	—	3,305	3,305	*
Cody, Brian(1)	762	—	762	*	762	—	—	—	*
Daniel, Brian	457	2,136	2,593	*	457	—	2,136	2,136	*
Donohue, Jim	1,371	7,191	8,562	*	1,371	—	7,191	7,191	*
Dunbar, Mike	2,743	10,828	13,571	*	2,743	—	10,828	10,828	*
Friedman, Alan	4,501	7,686	12,187	*	610	3,891	7,686	11,577	*
Goldsmith, Bonnie	2,743	10,828	13,571	*	2,743	—	10,828	10,828	*
Haas, David	3,200	2,521	5,721	*	3,200	—	2,521	2,521	*
Helmes, Phil	4,458	13,828	18,286	*	3,962	496	13,828	14,324	*
Koppel, Lew	1,981	9,336	11,317	*	1,981	—	9,336	9,336	*
Lasinski, Mike(1)	2,438	—	2,438	*	2,438	—	—	—	*
Leathers, David	610	6,778	7,388	*	610	—	6,778	6,778	*
Mayer, Mike	10,591	7,709	18,300	*	9,600	991	7,709	8,700	*
McGavock, Dan	11,087	8,684	19,771	*	9,600	1,487	8,684	10,171	*
McLane, Patrick	457	2,260	2,717	*	457	—	2,260	2,260	*
Oliver, Brian(1)	1,676	—	1,676	*	1,676	—	—	—	*
Phillips, Scott	3,048	7,344	10,392	*	3,048	—	7,344	7,344	*
Sims, Ray	11,941	8,084	20,025	*	8,076	3,865	8,084	11,949	*
Spadea, Chris	1,371	7,191	8,562	*	1,371	—	7,191	7,191	*
Tate, Mike	3,246	3,610	6,856	*	3,048	198	3,610	3,808	*
Tenenbaum, David	1,676	2,782	4,458	*	1,676	—	2,782	2,782	*
Webster, Shirley	610	2,260	2,870	*	610	—	2,260	2,260	*
Yurkerwich, David	7,619	8,096	15,715	*	7,619	—	8,096	4,972	*

* Less than one percent.

(1) No longer our employee.

PLAN OF DISTRIBUTION

We are registering the shares offered by this prospectus on behalf of the selling shareholders. The selling shareholders may offer and sell the shares offered by this prospectus from time to time in one or more transactions. The term "selling shareholder" includes pledgees, donees, transferees, and other successors-in-interest who may acquire shares through a pledge, gift, partnership distribution, or other non-sale related transfer from any selling shareholder. The selling shareholders will act independently from us in making decisions with respect to the timing, manner and size of each sale. They may sell shares on one or more exchanges, including the Nasdaq Global Select Market, in the over-the-counter market, or in privately negotiated transactions at prevailing market prices at the time of sale, at fixed prices, at varying prices determined at the time of the sale, or at negotiated prices. These transactions include:

- ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its own account pursuant to this prospectus;
- block trades in which the broker-dealer attempts to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction (including crosses in which the same broker acts as agent for both sides of the transaction);
- exchange or over-the-counter distributions in accordance with the rules of the exchange or other market;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

In connection with distributions of the shares or otherwise, the selling shareholders may:

- sell the shares short and deliver the shares to close out short positions;
- enter into option or other transactions with broker-dealers or other financial institutions which require the delivery to them of shares offered by this prospectus, which they may in turn resell; and
- loan or pledge shares to broker-dealers or other financial institutions, and the broker-dealers or other financial institutions may in turn resell the shares so loaned or, upon a default, resell the pledged shares.

The selling shareholders may also sell any shares under rule 144 rather than with this prospectus if the sale meets the requirements of that rule.

In effecting sales, the selling shareholders may engage broker-dealers or agents, who may in turn arrange for other broker-dealers to participate. Broker-dealers or agents may receive commissions, discounts or concessions from the selling shareholders and/or from the purchasers of shares for whom the broker-dealers may act as agents or to whom they sell as principal, or both. The compensation to a particular broker-dealer may be in excess of customary commissions. To our knowledge, there is currently no plan, arrangement, or understanding between any selling shareholder and any broker-dealer or agent regarding the sale of any shares by the selling shareholders.

The selling shareholders, any broker-dealers or agents and any participating broker-dealers that act in connection with the sale of the shares offered by this prospectus may be "underwriters" under the Securities Act of 1933, as amended, which we refer to as the Securities Act, with respect to those shares and will be subject to the prospectus delivery requirements of that act. Any profit that the selling shareholders realize, and any compensation that any broker-dealer or agent may receive in connection with any sale, including any profit realized on resale of shares acquired as principal, may

constitute underwriting discounts and commissions. If the selling shareholders are deemed to be underwriters, the selling shareholders may be subject to certain liabilities under statutes including, but not limited to, sections 11, 12 and 17 of the Securities Act and section 10(b) and rule 10b-5 under the Securities Exchange Act of 1934, as amended, which we refer to as the Exchange Act.

The securities laws of some states may require the selling shareholders to sell the shares in those states only through registered or licensed brokers or dealers. These laws may also require that we register or qualify the shares for sale in those states unless an exemption from registration and qualification is available, and the selling shareholders and we comply with that exemption. In addition, we have advised the selling shareholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling shareholders and their affiliates. Regulation M may restrict the ability of any person engaged in the distribution of the shares to engage in market-making activities with respect to the shares. All of the foregoing may affect the marketability of the shares and the ability of any person to engage in market-making activities with respect to the shares.

If a selling shareholder notifies us that the selling shareholder has entered into any material arrangement with a broker-dealer for the sale of shares through a block trade, special offering, exchange distribution, over-the-counter distribution, or secondary distribution, or a purchase by a broker or dealer, we will file any necessary supplement to this prospectus to disclose:

- the number of shares involved in the arrangement;
- the terms of the arrangement, including the names of any broker-dealers or agents who purchase shares, as required;
- the proposed selling price to the public;
- any discount, commission, or other underwriting compensation;
- the place and time of delivery for the shares being sold;
- any discount, commission, or concession allowed, reallocated or paid to any dealers; and
- any other material terms of the distribution of shares.

In addition, if a selling shareholder notifies us that a donee, pledgee, transferee, or other successor-in-interest of the selling shareholder intends to sell more than 500 shares, we will file a supplement to this prospectus.

The selling shareholders will pay any underwriting discounts and commissions, any expenses incurred by the selling shareholders for brokerage, accounting, tax or legal services, and any other expenses incurred by the selling shareholders in disposing of the shares. We will pay the expenses we have incurred in connection with preparing and filing the registration statement, this prospectus and any supplements to this prospectus, complying with securities or blue sky laws, and listing the shares on the Nasdaq Global Select Market. The selling shareholders may indemnify any broker-dealer or agent that participates in transactions involving the sale of the shares against liabilities, including liabilities under the Securities Act.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and control persons pursuant to provisions of law, our articles of organization or by-laws, an agreement or otherwise, we have been informed that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Our common stock trades on the Nasdaq Global Select Market under the symbol "CRAI."

LEGAL MATTERS

The validity of the shares of common stock offered by this prospectus will be passed upon for us by Foley Hoag LLP, Boston, Massachusetts.

EXPERTS

The consolidated financial statements of CRA International, Inc. as of November 25, 2006 and for the year then ended, and management's assessment of the effectiveness of internal control over financial reporting as of November 25, 2006, have been incorporated by reference herein and in the registration statement in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing. The reports of KPMG LLP include an explanatory paragraph regarding the Company's adoption of the provisions of Statement of Financial Accounting Standards No. 123 (revised 2004), "*Share-Based Payments*," and the provisions of Financial Accounting Standards Board Interpretation No. 47, "*Accounting for Conditional Asset Retirement Obligations*."

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements as of November 26, 2005 and for each of the two years in the period ended November 26, 2005 included in our Annual Report on Form 10-K for the year ended November 25, 2006, as set forth in their report, which is incorporated by reference in this prospectus and elsewhere in the registration statement. Our financial statements as of November 26, 2005 and for each of the two years in the period ended November 26, 2005 are incorporated by reference in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual reports, quarterly reports, current reports, proxy statements and other information with the SEC. You may read and copy any of our SEC filings at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may call the SEC at 1-800-SEC-0330 for more information about the Public Reference Room. Our SEC filings are also available to the public on the SEC's web site at www.sec.gov. Our principal internet address is www.crai.com. The Investor Relations page of our website provides a link to a third-party website through which our annual, quarterly and current reports, and amendments to those reports, are available free of charge. We believe these reports are made available as soon as reasonably practicable after we electronically file them with, or furnish them to, the SEC. We do not maintain or provide any information directly to the third-party website, and we do not check its accuracy. You may also request copies of these filings, at no cost, by writing, calling or e-mailing our Investor Relations department at:

CRA International, Inc.
200 Clarendon Street, T-33
Boston, Massachusetts 02116
Telephone: (617) 425-3000
e-mail: investor@crai.com

INFORMATION INCORPORATED BY REFERENCE

The SEC allows us to "incorporate by reference" information from our other SEC filings. This means that we can disclose information to you by referring you to those other filings, and the information incorporated by reference is considered to be part of this prospectus. In addition, some information that we file with the SEC after the date of this prospectus will automatically update, and in some cases supersede, the information contained or otherwise incorporated by reference in this prospectus. The following documents, which we filed with the SEC, are incorporated by reference in this registration statement:

- Our annual report on form 10-K for the fiscal year ended November 25, 2006 filed on February 8, 2007;
- Our quarterly report on form 10-Q for the fiscal quarter ended February 16, 2007 filed on March 28, 2007;
- Our current report on form 8-K dated February 2, 2007 and filed on February 8, 2007;
- Our current report on form 8-K dated February 15, 2007 and filed on February 22, 2007;
- Our current report on form 8-K dated March 8, 2007 and filed on March 13, 2007;
- Those portions of our definitive proxy statement for our annual meeting of stockholders to be held on April 20, 2007 filed on March 19, 2007 that are deemed filed with the SEC; and
- The description of our common stock contained in our registration statement on form 8-A filed on April 17, 1998 with the SEC under section 12 of the Securities Exchange Act of 1934 (File No. 000-24049), including any amendment or report filed for the purpose of updating such description.

Also incorporated by reference into this prospectus are all documents that we may file with the SEC under sections 13(a), 13(c), 14, or 15(d) of the Exchange Act either (1) after the initial filing of this prospectus and before the date the registration statement is declared effective and (2) after the date of this prospectus and before the selling shareholders stop offering the securities described in this prospectus. These documents include periodic reports, such as annual reports on form 10-K, quarterly reports on form 10-Q, and current reports on form 8-K, as well as proxy statements. We are not incorporating by reference any information that we have "furnished," rather than "filed," with the SEC. Pursuant to General Instruction B of form 8-K, any information submitted under item 2.02, Results of Operations and Financial Condition, or item 7.01, Regulation FD disclosure (including in each case, any related exhibits listed in item 9.01, Financial Statements and Exhibits), of form 8-K is not deemed to be "filed" for the purpose of section 18 of the Exchange Act, and we are not subject to the liabilities of section 18 with respect to information submitted under item 2.02 or item 7.01 (or any related exhibits listed in item 9.01) of form 8-K. We are not incorporating by reference any information submitted under item 2.02 or item 7.01 (or any related exhibits listed in item 9.01) of form 8-K into any filing under the Securities Act or the Exchange Act or into this prospectus unless we specifically indicate otherwise in a future filing. Any statement contained in this prospectus, in a document incorporated or deemed to be incorporated by reference in this prospectus, or in a supplement to this prospectus shall be deemed to be modified or superseded to the extent that a statement contained in this prospectus, in any subsequently filed document which also is or is deemed to be incorporated by reference in this prospectus, or in any subsequently filed supplement to this prospectus modifies or supersedes that statement.

For information on how to request copies of these filings at no cost, see the section entitled "Where You Can Find More Information" above.

This prospectus is part of a registration statement on form S-3 that we filed with the SEC under the Securities Act. This prospectus does not contain all of the information contained in the registration statement. For further information about us and our securities, you should read the registration statement and the exhibits filed with the registration statement, as well as any and all supplements to this prospectus.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table provides the various expenses payable by us in connection with the issuance and distribution of the shares being registered. All amounts shown are estimates except the Securities and Exchange Commission registration fee.

Securities and Exchange Commission registration fee	\$	136
Accounting fees and expenses		15,000
Legal fees and expenses		15,000
Other		4,864
Total	\$	35,000

Item 15. Indemnification of Directors and Officers.

Article VI.C. of our amended and restated articles of organization provides that a director shall not have personal liability to us or our stockholders for monetary damages arising out of the director's breach of fiduciary duty as our director, to the maximum extent permitted by Massachusetts law. Article VI.D. of our amended and restated articles of organization provides that we shall, to the fullest extent authorized by Massachusetts law, indemnify each person who is, or shall have been, one of our directors or officers or who is or was one of our directors or employees and is serving, or shall have served, at our request, as a director or officer of another organization or in any capacity with respect to any of our employee benefit plans, against all liabilities and expenses (including judgments, fines, penalties, amounts paid or to be paid in settlement, and reasonable attorneys' fees) imposed upon or incurred by any such person in connection with, or arising out of, the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which they may be involved by reason of being or having been such a director or officer or as a result of service with respect to any such employee benefit plan.

Section 8.51 of Chapter 156D of the Massachusetts General laws provides that a corporation may indemnify a director against liability if:

(1) (i) he conducted himself in good faith; and

(ii) he reasonably believed that his conduct was in the best interests of the corporation or that his conduct was at least not opposed to the best interests of the corporation; and

(iii) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful; or

(2) he engaged in conduct for which he shall not be liable under a provision of the corporation's articles of organization authorized by section 2.02(b)(4) of Chapter 156D of the Massachusetts General Laws.

Section 2.02(b)(4) of Chapter 156D of the Massachusetts General Laws provides that the articles of organization of a corporation may state a provision eliminating or limiting the personal liability of a director to a corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that such provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions to shareholders, or (d) for any transaction from which the director derived an improper personal benefit.

Section 8.52 of Chapter 156D of the Massachusetts General Laws requires a corporation to indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he was a party because he was a director against reasonable expenses incurred by him. Section 8.56 of Chapter 156D of the Massachusetts General Laws allows corporations to indemnify officers to the same or greater extent as directors.

The effect of these provisions would be to permit indemnification by us for, among other liabilities, liabilities arising out of the Securities Act.

Section 8.57 of Chapter 156D of the Massachusetts General Laws also affords a Massachusetts corporation the power to obtain insurance on behalf of its directors and officers against liabilities incurred by them in those capacities. We have procured a directors and officers liability and company reimbursement liability insurance policy that (a) insures our directors and officers against losses (above a deductible amount) arising from certain claims made against them by reason of certain acts or omissions of such directors or officers in their capacity as directors or officers and (b) insures us against losses (above a deductible amount) arising from any such claims, but only if we are required or permitted to indemnify such directors or officers for such losses under statutory or common law or under provisions of our amended and restated articles of organization or amended and restated by-laws.

Item 16. Exhibits.

Number	Description
4.1	Amended and Restated Articles of Organization (filed as Exhibit 3.2 to our registration statement on Form S-1, Registration No. 333-46941, and incorporated herein by reference).
4.2	Articles of Amendment to our Articles of Organization (filed as Exhibit 99.1 to our current report on Form 8-K filed on May 11, 2005 and incorporated herein by reference).
4.3	Amended and Restated By-Laws (filed as Exhibit 3.2 to our current report on Form 8-K filed on January 26, 2005 and incorporated herein by reference).
4.4	Specimen certificate for our common stock (filed as Exhibit 4.4 to our registration statement on Form S-8, Registration No. 333-133450, and incorporated herein by reference)
4.5	Form of stock purchase agreement with each selling shareholder.
5.1	Opinion of Foley Hoag LLP
23.1	Consent of KPMG LLP, Independent Registered Public Accounting Firm
23.2	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm
23.3	Consent of Foley Hoag LLP (included in Exhibit 5.1)
24.1	Power of Attorney (contained on the signature page of this registration statement)

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Boston, Commonwealth of Massachusetts, on April 12, 2007.

CRA INTERNATIONAL, INC.

By: /s/ JAMES C. BURROWS

James C. Burrows
President and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned officers and directors of CRA International, Inc., hereby severally constitute and appoint James C. Burrows and Wayne D. Mackie and each of them singly (with full power to each of them to act alone), our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for him and in his name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement (or any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or his substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities as of April 12, 2007.

SIGNATURE

TITLE

/s/ ROWLAND T. MORIARTY

Chairman of the Board

Rowland T. Moriarty

/s/ JAMES C. BURROWS

President, Chief Executive Officer and Director
(principal executive officer)

James C. Burrows

/s/ WAYNE D. MACKIE

Executive Vice President, Treasurer and Chief Financial Officer
(principal financial and accounting officer)

Wayne D. Mackie

/s/ BASIL L. ANDERSON

Director

Basil L. Anderson

/s/ WILLIAM F. CONCANNON

Director

William F. Concannon

/s/ FRANKLIN M. FISHER Director

Franklin M. Fisher

/s/ RONALD T. MAHEU Director

Ronald T. Maheu

/s/ NANCY L. ROSE Director

Nancy L. Rose

/s/ STEVEN C. SALOP Director

Steven C. Salop

/s/ CARL SHAPIRO Director

Carl Shapiro

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QuickLinks

[Table of Contents](#)

[SUMMARY](#)

[About This Prospectus](#)

[About CRA International, Inc.](#)

[The Offering](#)

[RISK FACTORS](#)

[SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS](#)

[USE OF PROCEEDS](#)

[SELLING SHAREHOLDERS](#)

[PLAN OF DISTRIBUTION](#)

[LEGAL MATTERS](#)

[EXPERTS](#)

[WHERE YOU CAN FIND MORE INFORMATION](#)

[INFORMATION INCORPORATED BY REFERENCE](#)

[PART II INFORMATION NOT REQUIRED IN PROSPECTUS](#)

[SIGNATURES](#)

[POWER OF ATTORNEY](#)

[EXHIBIT INDEX](#)

CHARLES RIVER ASSOCIATES INCORPORATED

200 Clarendon Street, T-33
Boston, Massachusetts 02116

April , 2004

«M_2» «M_1»
«Street»
«City», «State» «Zip»

Re: Stock Purchase Agreement (the "Agreement").

Dear «M_3» «M_1»:

We are pleased that you are interested in purchasing shares of the Common Stock, no par value ("Shares"), of Charles River Associates Incorporated, a Massachusetts corporation (the "Company"). The terms on which the Company is willing to issue Shares to you, and our agreements regarding such Shares, are as follows:

1. *Purchase of Shares.* The Company hereby sells and issues to you, and you hereby purchase from the Company, «M_5» Shares for an aggregate purchase price of «M_6» («M_7»). Promptly after execution of this Agreement, the Company will issue a certificate registered in your name representing «M_5» Shares.

2. *Your Representations and Warranties.* To induce the Company to issue the Shares to you, you hereby represent, warrant and agree as follows:

2.1 *Experience, Financial Capability and Suitability.* You are sufficiently experienced in financial and business matters to be capable of evaluating the risk of this investment and to make an informed decision relating thereto. You have the financial capability for making the investment, can afford a complete loss of the investment, and the investment is a suitable one for you. You understand that the purchase of the Shares involves a high degree of risk. You acknowledge that you have access to the Company's filings with the Securities and Exchange Commission at www.sec.gov and that the Company has encouraged you to review the filings in detail, particularly the portion of the Company's most recent periodic filing that is entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting Future Performance." You acknowledge that you may lose your entire investment in the Company.

2.2 *Access to Information.* Prior to the execution of this Agreement, you have had the opportunity to ask questions of and receive answers from representatives of the Company concerning the finances, operations, business and prospects of the Company and the opportunity to obtain additional information to verify the accuracy of all information so obtained.

2.3 *Investment Intent.* You are acquiring the Shares for your own account for the purpose of investment and not with a view to, or for sale in connection with, the distribution thereof, nor with any present intention of distributing or selling the Shares. You acknowledge and agree that the Shares are not being registered under the Securities Act of 1933, as amended (the "Securities Act"), and are not being registered or qualified under any state securities or "blue sky" laws, and that the Shares may not be transferred except in compliance with such laws.

2.4 *Accredited Investor.* You are an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated by the Securities Exchange Commission pursuant to the Securities Act.

3. *Restrictions on Transfer.*

3.1 *Securities Law Restrictions.* You agree with the Company that the Shares shall not be pledged, hypothecated, sold or transferred, unless prior to the proposed pledge, hypothecation, sale

or transfer of all or part of such Shares (a) a registration statement on the appropriate form under the Securities Act with respect to the Shares proposed to be transferred shall then be effective, and all applicable state securities and "blue sky" laws shall have been complied with; or (b) the Company shall have received an opinion of counsel to the Company, in form and substance satisfactory to it, that such registration is not required because such transaction complies with rules promulgated by the Securities and Exchange Commission under the Securities Act and with applicable state securities and "blue sky" laws.

You understand that the Shares are "restricted securities" as that term is defined in Rule 144 under the Securities Act and that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available; and that in the case of sales in which Rule 144 is not available, compliance with Regulation A under the Securities Act or some other exemption under the Securities Act will be required. You understand that there may not be available at the time you wish to sell your Shares the adequate current public information with respect to the Company which would permit offers or sales of the Shares under Rule 144. You understand that the holding period under Rule 144 shall not commence until you pay the full purchase price for the Shares in cash. Except as set forth in Section 3.6 of this Agreement, the Company has no present intention and is under no obligation to register the Shares under the Securities Act or any state securities or "blue sky" law nor to make Rule 144 available.

3.2 *General Restrictions on Transfer.* In addition to the foregoing restrictions, you agree with the Company not to pledge, hypothecate, sell or transfer the Shares (other than the pledge described in Section 4 of this Agreement) until June 8, 2007; *provided, however*, that in the event of your death the Shares may be transferred by will or in accordance with the laws of descent and distribution, but such Shares shall remain subject to all of the terms and conditions of this Agreement; *and provided further*, that in the event of any merger, consolidation, recapitalization, reorganization, stock split, stock combination or other readjustment in the capitalization of the Company, it shall not be a violation of this Section 3.2 to surrender certificates representing the Shares in exchange for certificates issued in your name representing any securities (and any other property) issuable to you as a result of such transaction, but such securities (and other property) shall remain subject to all of the terms and conditions of this Agreement, including without limitation Sections 4 and 5.1.

3.3 *Legending of Shares.* All certificates representing the Shares to be issued to you pursuant to this Agreement shall have endorsed thereon legends substantially as follows:

"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"), or any state securities law and may not be sold, pledged, hypothecated or transferred in the absence of an effective registration statement covering these securities under the Act and any applicable state securities laws or an opinion of counsel satisfactory to the corporation, in form and substance satisfactory to the corporation, that registration is not required under the Act or under applicable state securities laws."

"The securities represented by this certificate are subject to restrictions on transfer set forth in a stock purchase agreement between the registered holder hereof and the corporation. The corporation will furnish a copy of the agreement to the registered holder hereof upon written request and without charge."

3.4 *Right of First Purchase.* In addition to the other restrictions on transfer set forth in Sections 3 and 4 of this Agreement, the Company shall have a right of first purchase with respect to any Shares you wish to sell. You shall provide the Company with written notice of your intent to sell such Shares, and the Company shall have the right for a period of 10 business days following receipt of your notice to purchase such Shares from you. The Company may exercise this right by

providing you with written notice of exercise, which notice shall specify the number of such Shares that the Company desires to purchase. The per share purchase price for such sale shall be equal to the average closing price of the Company's Common Stock for the ten trading days prior to the date on which you send your notice. If the Company exercises its right of first purchase, the purchase and sale of such Shares shall occur within 10 business days following such exercise. If the Company fails, with respect to any notice received on or after May 11, 2007, to exercise its right of first purchase within such ten-day period, you shall thereafter be entitled to sell at any time the Shares with respect to which the Company shall not have exercised its right of first purchase. You agree that the first date on which you may sell any Shares free of the restrictions in Section 3.2 of this Agreement is June 8, 2007 and, in order to facilitate the sale of Shares on that date, the Company agrees that you may provide written notice of your intent to sell Shares as early as May 11, 2007. You acknowledge that, although the restrictions in Section 3.2 of this Agreement will lapse on June 8, 2007, the Company is unable to guarantee that other factors, such as your possession of material non-public information regarding the Company, the Company's insider trading policy (to the extent it may apply to you on such date) or the suspension of the Company's obligations under Section 3.6 of this Agreement in accordance with the terms of such Section 3.6, will not prevent you from selling your Shares on that date or for a period of time thereafter.

3.5 *Termination of Certain Transfer Restrictions.* In the event of your death, the transfer restrictions set forth in Sections 3.2 and 3.4 of this Agreement shall terminate at such time as all payment obligations under that certain Promissory Note of even date herewith issued by you to the Company (the "Note") are satisfied.

3.6 *Shelf Registration.* For purposes of this Agreement, the term "Registrable Securities" means (i) all of the shares of Common Stock purchased by you hereunder, (ii) any shares of Common Stock issued or issuable by the Company in respect of the shares of Common Stock purchased by you hereunder, whether by means of a stock split, stock dividend or otherwise and (iii) any other securities issued or issuable by the Company in respect of the shares of Common Stock referred to in clauses (i) and (ii), whether by means of a merger, consolidation, recapitalization, reorganization or similar event, but only if at the time of registration the Company shall have listed such other securities for trading on a national securities exchange or the Nasdaq National Market. The foregoing securities will cease to be Registrable Securities if and when they (i) have been registered by the Company under the Securities Act and either (A) disposed of pursuant to such registration statement or (B) such registration continues to be effective at the time of inquiry, (ii) have been sold, transferred, distributed or otherwise disposed of by you (other than upon your death by will or in accordance with the laws of descent and distribution), including any sale pursuant to Section 3.4 of this Agreement, or (iii) first become eligible for sale pursuant to Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"). The Company hereby agrees to prepare and file with the Securities and Exchange Commission a registration statement (the "Shelf Registration Statement"), in compliance with the Securities Act, under Rule 415 under the Securities Act (or any successor rule relating to continuous offerings by security holders), with respect to the resale of your Registrable Securities, provided that at the time of the filing of the Shelf Registration Statement the Company shall be eligible to use Form S-3 or Form S-8 (or any successor short-form registration statement available for such resale that permits incorporation by reference at least to the same extent as either such form) with respect to the disposition of such Registrable Securities. The Company shall (i) use commercially reasonable efforts to cause the Shelf Registration Statement to become effective no later than 9:00 a.m. on June 8, 2007 and (ii) maintain the effectiveness of the Shelf Registration Statement until the close of business on June 8, 2008; provided, however, that the Company's obligations under this paragraph shall be suspended during any period (A) when the Company shall conclude in its sole discretion, after consultation with its legal counsel, that it is advisable to suspend use of any prospectus as a result of pending corporate developments, the disclosure requirements of the

securities laws or other events deemed material by the Company or (B) when the filing or effectiveness of the Shelf Registration Statement could, in the opinion of the Company, after consultation with its financial advisors, impair the Company's ability to pursue a financing, acquisition or other transaction; and provided further, that no period during which the use of any prospectus shall be suspended pursuant to clause (A) or clause (B) above shall continue for more than 120 days. The Company shall use commercially reasonable efforts to issue its quarterly earnings release sufficiently in advance of June 8, 2007 so that the Company's quarterly black-out period under its insider trading policy shall not be in effect on June 8, 2007. The Company shall prepare and file with the Securities and Exchange Commission such amendments and supplements to the Shelf Registration Statement and the prospectus used in connection therewith as may be necessary in its opinion to comply with its obligations under this paragraph. If the Company's obligations under this paragraph are suspended for any reason, the Company shall promptly provide you with written or oral notice of both the commencement and termination of the period of suspension. After receipt of such notice, you shall not offer, sell, pledge, hypothecate, transfer, distribute or otherwise dispose of, in reliance on the Shelf Registration Statement, any of your Registrable Securities during any period in which the Company's obligations under this paragraph are suspended. In addition, you acknowledge that, in order to ensure compliance with insider trading and other securities laws, the Company from time to time imposes restrictions on the trading of its securities by its directors, officers, employees and others, and you agree to comply with those restrictions as long as they apply to you. It shall be a condition to the Company's obligations under this paragraph that you (i) shall have promptly taken all such actions as the Company shall reasonably request in connection with the Shelf Registration Statement and (ii) shall have provided promptly (and in any event within seven business days) such information and other materials as the Company or its counsel shall request in connection with the Shelf Registration Statement. You represent, warrant and agree that all such information provided by you or on your behalf shall be true, complete and correct. You shall comply with the Securities Act and any other laws, rules or regulations applicable to any disposition of Registrable Securities pursuant to the Shelf Registration Statement. The Company shall pay all expenses incurred by it in complying with its obligations under this paragraph, including without limitation registration and filing fees, listing fees, printing expenses, messenger and delivery expenses, fees and expenses of the Company's counsel, fees and expenses of the Company's accountants, and the Company's internal expenses. You shall pay all expenses incurred by you in connection with the disposition of your Registrable Securities, including without limitation any broker's fees or commissions, selling expenses, messenger and delivery expenses, and fees and expenses of any counsel retained by you. All of the Company's obligations under this paragraph shall terminate on the date on which all of your Registrable Securities may be sold at one time under Rule 144 under the Securities Act. Your rights under this paragraph are personal to you and non-transferable except by will or in accordance with the laws of descent and distribution. You agree that the Company's obligations under this paragraph may be waived by the holders of a majority of the shares of Common Stock (and other securities issued or issuable in respect thereof) acquired pursuant to Section 6.11(b) of the Agreement and Plan of Merger dated as of March 18, 2004 by and among the Company, IP Acquisition Corp., Intecap, Inc. and the Company Stockholder Representative (as defined therein), as amended from time to time.

4. *Stock Pledge.* As security for the due and punctual payment by you when due of any amounts payable by you under the Note, you hereby pledge, assign, transfer and grant a security interest in the Shares to the Company. As security for the pledge granted herein, you agree that the Company shall hold the certificate evidencing the Shares (together with stock power executed by you in blank) until such time as all payment obligations under the Note are satisfied. Upon the satisfaction of all payment obligations under the Note, the Company shall release its security interest in the Shares under this Section 4 and return to you the certificates and accompanying stock powers held by it (it being

understood that, notwithstanding the return of any such certificate, Section 3 of this Agreement shall continue to apply in accordance with its terms).

5. *Other Agreements.*

5.1 *Further Assurances.* You agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement. You agree that, in the event of any merger, consolidation, recapitalization, reorganization, stock split, stock combination, stock dividend or other readjustment in the capitalization of the Company, the term "Shares" shall be deemed (a) for purposes of Section 3 of this Agreement, to include, without limitation, any and all securities issued or issuable to you in respect of the Shares held by you at the time of such event and (b) for purposes of Section 4 of this Agreement, to include, without limitation, any and all securities and other property issued or issuable to you in respect of the Shares held by you at the time of such event.

5.2 *No Obligation as to Employment.* You acknowledge and agree that the Company is not by reason of this Agreement obligated to employ or retain, or continue to employ or retain, you in any capacity.

5.3 *Notices.* All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth above or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by telecopy or facsimile transmission, (iii) sent by overnight courier, or (iv) sent by registered mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party as specified above, (ii) if made by telecopy or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the business day following the day such notice, request, consent or other communication is delivered to the courier service, or (iv) if sent by registered mail, on the 5th business day following the day such mailing is made.

5.4 *Entire Agreement.* This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

5.5 *Modifications and Amendments.* The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

5.6 *Waivers and Consents.* The terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

5.7 *Assignment.* You may not assign any of your rights and obligations under this Agreement without the prior written consent of the Company.

5.8 *Benefit.* All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the parties hereto and shall inure to the benefit of the respective

successors and permitted assigns of each party hereto. Nothing in this Agreement shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

5.9 *Governing Law.* This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the Commonwealth of Massachusetts without giving effect to the conflict of law principles thereof.

5.10 *Severability.* In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unreasonable or unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it reasonable and enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

5.11 *Headings and Captions.* The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

5.12 *No Waiver of Rights, Powers and Remedies.* No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement shall entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

5.13 *Survival of Representations and Warranties.* All representations and warranties made by the parties hereto in this Agreement or in any other agreement, certificate or instrument provided for or contemplated hereby, shall survive the execution and delivery hereof and any investigations made by or on behalf of the parties.

5.14 *No Broker or Finder.* Each of the parties hereto represents and warrants to the other that no broker, finder or other financial consultant has acted on its behalf in connection with this Agreement or the transactions contemplated hereby in such a way as to create any liability on the other.

5.15 *Counterparts.* This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

If the foregoing accurately sets forth your understanding and agreement, please sign the enclosed copy of this agreement and return it to us.

Very truly yours,

CHARLES RIVER ASSOCIATES INCORPORATED

By: _____
J. Phillip Cooper
Executive Vice President and Chief Financial Officer

Accepted and agreed as of
the date first written above:

«M_2» «M_1»

FOLEY HOAG LLP
ATTORNEYS AT LAW

April 12, 2007

CRA International, Inc.
200 Clarendon Street, T-33
Boston, Massachusetts 02116-5092

Ladies and Gentlemen:

We have acted as counsel to CRA International, Inc., a Massachusetts corporation (the "Company"), in connection with the Registration Statement on Form S-3 (the "Registration Statement") to be filed by the Company with the United States Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to the offering by certain stockholders of the Company of up to 87,316 shares (the "Shares") of the Company's common stock, no par value per share.

You have requested our opinion with respect to the matters set forth below.

We are familiar with the Company's Restated Articles of Organization and all amendments thereto filed with the Secretary of the Commonwealth of the Commonwealth of Massachusetts, its Amended and Restated By-Laws and all amendments thereto, the records of meetings and consents of its Board of Directors and committees thereof and of its stockholders provided to us by the Company. In addition, we have examined and relied on the originals or copies certified or otherwise identified to our satisfaction of all such corporate records of the Company and such other instruments and other certificates of public officials, officers and representatives of the Company and such other persons, and we have made such investigations of law, as we have deemed appropriate as a basis for the opinions expressed below.

We express no opinion herein as to the laws of any jurisdiction other than the federal laws of the United States of America and the laws of The Commonwealth of Massachusetts. We express no opinion herein as to the securities or "blue sky" laws of any jurisdiction, including The Commonwealth of Massachusetts.

Based upon the foregoing, and subject to the qualifications set forth herein, it is our opinion that the Shares are legally issued, fully paid and nonassessable.

This opinion is to be used only in connection with the offer and sale of the Shares while the Registration Statement is in effect. Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act and to the reference to us under the heading "Legal Matters" in the prospectus included in the Registration Statement. In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

FOLEY HOAG LLP

By: /s/ WILLIAM R. KOLB, ESQ.

a Partner

Consent of KPMG LLP, Independent Registered Public Accounting Firm

We consent to the use of our reports dated February 8, 2007, with respect to the consolidated balance sheet of CRA International, Inc. as of November 25, 2006, and the related consolidated statements of income, cash flows, and shareholders' equity for the year then ended, management's assessment of the effectiveness of internal control over financial reporting as of November 25, 2006 and the effectiveness of internal control over financial reporting as of November 25, 2006, which reports appear in the November 25, 2006 Annual Report on Form 10-K of CRA International, Inc., incorporated herein by reference, and to the reference to our firm under the heading "Experts" in the prospectus.

Our reports include an explanatory paragraph regarding the Company's adoption of Statement of Financial Accounting Standards No. 123 (revised 2004), "Share-Based Payments", effective in the first quarter of fiscal 2006, and Financial Accounting Standards Board Interpretation No. 47, "Accounting for Conditional Asset Retirement Obligations", effective in the fourth quarter of fiscal 2006.

/s/ KPMG LLP

Boston, Massachusetts
April 11, 2007

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Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus of CRA International, Inc. for the registration of 87,316 shares of common stock and to the incorporation by reference therein of our report dated February 6, 2006, with respect to the consolidated financial statements as of November 26, 2005 and for each of the two years in the period ended November 26, 2005 of CRA International, Inc. included in its Annual Report (Form 10-K) for the year ended November 25, 2006 filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Boston, Massachusetts
April 11, 2007

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