

ADDENDUM TO UH/RCUH INTERNAL AGREEMENT

This addendum to the Internal Agreement between the University of Hawaii (UH) and the Research Corporation of the University of Hawaii (RCUH) dated June 28, 1996 is entered into this 12th day of May, 2000.

Sponsored research and training projects have specialized needs as they are limited in duration, are required to be initiated and completed within defined periods, and must comply with the terms and conditions imposed by sponsors.

In order to assist the University of Hawaii at Hilo (UHH) in applying for and managing sponsored awards, RCUH agrees to provide the services specified herein pursuant to the Internal Agreement.

RCUH shall:

1. Establish a satellite office in Hilo and assign the necessary staff to support UHH sponsored research and training projects.
2. Assist in preparing and submitting proposals to sponsoring agencies.
3. Assist UHH in negotiating and executing award documents.
4. Maintain project accounts for each sponsored award.
5. Provide support to Principal Investigators by reviewing and processing personnel and non-personnel documents (i.e. purchase orders, travel advances and completion reports, subcontracts, etc.) through the RCUH system.
6. Monitor project expenditures and obtain the necessary prior approvals from sponsoring agencies
7. Prepare periodic billings and financial reports as required by the sponsoring agencies.
8. Prepare final billings, financial reports and other required financial documents to close out awards.
9. Retain documentation to meet audit requirements.
10. Paragraph 4.1 of the Internal Agreement notwithstanding, be responsible for ensuring compliance with all financial requirements of sponsors.
11. Act as fiscal agent for UH in receiving and accounting for sponsored awards.
12. Provide periodic reports to the UH Board of Regents.
13. Provide other reports to UH and RCUH Management as requested.

UH, through UHH, shall:

1. Review and approve all proposals.
2. Assign all UHH externally-sponsored research and training awards to RCUH for support and management. This requirement may be waived upon mutual agreement by RCUH and UHH.
3. Authorize RCUH to receive, disburse, and account for funds received from sponsors.
4. Ensure that Principal Investigators (PIs) complete and disseminate all interim and final program and technical reports required by sponsors.
5. Provide physical facilities (space and communication link ups) at no cost to RCUH.

Fees:

Article VI of the Internal Agreement notwithstanding, RCUH shall be reimbursed for administrative expenses at 5% of MTDC except where the total indirect cost rate allowed by the sponsor is 10% or less, in which case the reimbursement to RCUH shall be 3% of MTDC. Waiver of indirect cost from sponsors must be agreed to by both UHH and RCUH.

Term:

The term of this Addendum shall be coterminous with the Internal Agreement, but may be terminated without cause by either party giving the other party written notice, specifying the effective date of the termination, at least 60 days prior to the effective date of the termination.

Conflict:

Except where a provision of this Addendum specifically supercedes a provision of the Internal Agreement, the terms of the Internal Agreement shall be controlling in the event of any conflict between its terms and those of this Addendum.

UNIVERSITY OF HAWAII

By: Kenneth P. Mortimer
Its President

Approved by the Board of Regents
at its meeting of May 12, 2000

THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

By: Harold S. Ngan