

SALES AGREEMENT

Between

And

The Research Corporation of the University of Hawaii, for the benefit the _____ of the University of Hawaii

This SALES AGREEMENT (the "Agreement"), effective the ____ day of _____, is entered into between _____ (hereinafter referred to as "Purchaser") whose address is _____ and the Research Corporation of the University of Hawaii, for the benefit of _____ of the University of Hawaii (hereinafter referred to as "RCUH/_____"), whose address is 2800 Woodlawn Dr., Ste. 200, Honolulu, Hawaii 96822.

The Purchaser and RCUH agree as follows:

- 1. Scope of Services.** RCUH shall provide the services set forth in Attachment 1, which is hereby made a part of the Agreement.
- 2. Time of Performance.** The services shall be performed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of the Agreement.
- 3. Compensation.** The services shall be compensated for in accordance with the "Compensation and Payment Schedule" set forth in Attachment 3 which is hereby made a part of the Agreement.
- 4. Other Terms and Conditions.** The General Conditions and Special Conditions, if any, set forth in Attachments 4 and 5 respectively, are hereby made a part of the Agreement. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

IN WITNESS WHEREOF, the parties have executed the Agreement, effective as of the date first above written.

UH PROJECT AUTHORITY

By _____

Name _____

Title _____

PURCHASER

By _____

Name _____

Title _____

RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

By _____

Name _____

Title _____

SCOPE OF SERVICES
Attachment 1

_____ is RCUH's designee for the performance of services under this Agreement. _____ shall:

TIME SCHEDULE
Attachment 2

Period of performance: _____ to _____.

COMPENSATION AND PAYMENT SCHEDULE
Attachment 3

GENERAL CONDITIONS
Attachment 4

1. **Confidentiality of Materials.** RCUH and University of Hawaii agree to not use or share any information received, except as necessary to perform the services described in Attachment 1, and as may be required by law.
2. **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to the Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
3. **Limitation of Liability.** RCUH and the University of Hawaii shall not be held liable for any special, indirect, incidental, consequential or punitive damages, even if RCUH or the University of Hawaii is advised in advance of the possibility of such damages. Without limiting the foregoing, the liability of RCUH and University of Hawaii shall not exceed, and the Purchaser's exclusive remedy shall be limited to, the compensation paid by the Purchaser under this Agreement.
4. **Modifications to Agreement.** Any extensions, changes or alterations to the Agreement shall be agreed to by both parties in writing before being undertaken, and the same shall be evidenced by written amendment to the Agreement.
5. **Disputes.** No dispute arising under the Agreement may be sued upon by either party until after the other party's written request to informally resolve the dispute is rejected, or until ninety (90) days after receipt of the written request, whichever comes first.
6. **Termination.** Either party to the Agreement shall have the privilege, with or without cause, to cancel or annul the Agreement at any time upon written notice given thirty (30) days in advance of such termination. Upon termination, the total amount to be paid to RCUH shall be based on the percentage of the total work completed up to the time of such termination.
7. **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
8. **Severability.** In the event that any provision of the Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of the Agreement, provided that the fundamental terms and conditions of the Agreement remain legal and enforceable.

SPECIAL CONDITIONS
Attachment 5