

**PROJECT AGREEMENT FOR ADMINISTRATIVE SERVICES
BETWEEN _____ AND
THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII**

This Project Agreement, effective _____, 20____, is entered into between the _____, (hereinafter referred to as "Department") by its _____ and The Research Corporation of the University of Hawaii, (hereinafter referred to as "RCUH") pursuant to the Master Agreement between the State of Hawaii and RCUH dated April 17, 1995 and the first amendment to the Master Agreement between the State of Hawaii and RCUH dated June 1999 (hereinafter collectively referred to as "Master Agreement").

WITNESSETH:

- A. The Department is in need of the administrative services described in this agreement and has determined that the justification and reasons for using the services of RCUH meet the criteria stated in Section 2 of the Master Agreement:
1. Project is of an intellectual level generally conducted by the University of Hawaii;
 2. Project requirements are beyond the Department's available resources;
 3. Services provided through RCUH are more efficient than those that could be received through the private sector;
 4. Project funds exceed \$25,000; and
 5. Project does not involve classified research.
- B. The Department desires to retain and engage the RCUH to provide the administrative services, and the RCUH is agreeable to providing the services.

NOW, THEREFORE, the Department and the RCUH agree as follows:

1. **Scope of Services.** The RCUH shall provide, at the direction of the Department, administrative services as described in Section 5 of the Master Agreement to support the project being conducted by the Department, which is described in Attachment 1, which is hereby made a part of this Project Agreement.
2. **Time of Performance.** The services required of the RCUH under this Project Agreement shall be performed and completed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Project Agreement.
3. **Compensation.** The RCUH shall be compensated for services rendered and costs incurred under the Project Agreement in accordance with the "Compensation and Payment Schedule" as set forth in Attachment 3, which is hereby made a part of this Project Agreement.

4. **Department Liaison.** The Principal Investigator and designated liaison between the Department and RCUH is _____.
5. **Relationship.** For the project described in Attachment 1, RCUH is acting as an agent of the Department and not as principal.
6. **Program Revenue.** The Project described in Attachment 1 does not include collection of program revenues or user fees for and on behalf of the State of Hawaii.
7. **Termination.** This Project Agreement may be terminated under section 18 of the Master Agreement, but otherwise will be terminated by the date certain indicated in Attachment 2. In addition, this Project Agreement may be terminated without cause by either party by giving the other party a minimum of sixty (60) days advance notice, specifying the effective date of the termination.
8. **Applicability.** This Project Agreement, which includes the Master Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. In the event of a conflict between this Project Agreement and the Master Agreement, the Master Agreement will prevail.
9. **Amendment.** This Project Agreement may be amended at any time only by written mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the Department and RCUH have executed this Project Agreement effective as of the date first above written.

Approved as to form and content: _____

Deputy Attorney General, State of Hawaii

By _____
Name/Signature

Date: _____

Title _____

Research Corporation of the University of Hawaii

By _____
Leonard R. Gouveia, Jr., Executive Director

Attachment 1

SCOPE OF SERVICES

RCUH shall provide administrative services and employ staff to support the Department to perform its scope of work and deliverables, described as follows:

Program Budget:

Salaries	_____
Fringe	_____
Supplies	_____
Travel	_____
Equipment	_____
Other	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Total Direct Costs	_____
RCUH Indirect Costs (____%)	_____
Total	_____

Source of fund: _____ \$ _____
_____ \$ _____

Attachment 2

TIME SCHEDULE

RCUH shall provide the services required under this Project Agreement from _____, to and including _____, unless this Agreement is sooner terminated.

Attachment 3

COMPENSATION AND PAYMENT SCHEDULE

In full consideration for the services performed by RCUH under this Agreement, the Department agrees to pay to the RCUH a total sum of money not to exceed _____ (\$ _____), which shall be paid in accordance with and subject to the following:

- a. Advance payment by the Department to RCUH of \$_____, estimated one-month of expenditure, shall be made upon full execution of this agreement and receipt of RCUH invoice.

- b. Subsequent payment by the Department to RCUH shall be made monthly based on monthly billing of actual expenditures prepared by RCUH and shall include indirect cost fees at _____. The RCUH shall establish a separate account for the project and submit monthly reports on expenditures made from the account. The account may only be used for purposes explicitly described in this Project Agreement.

- c. Invoices shall be emailed to:

Name: _____
Email: _____