

MASTER AGREEMENT FOR ADMINISTRATIVE SERVICES BETWEEN

AND

PACIFIC INTERNATIONAL CENTER FOR HIGH TECHNOLOGY RESEARCH

This MASTER AGREEMENT made on the ____ day of _____, 200_, is entered into by and between _____ (hereinafter referred to as “_____”), whose principal place of business and mailing address is _____, and Pacific International Center for High Technology Research (hereinafter referred to as “PICHTR”), a private and not-for-profit corporation, whose principal place of business and mailing address is 1440 Kapiolani Blvd., Suite 1225, Honolulu, Hawaii 96814.

WITNESSETH:

WHEREAS, _____, in the conduct of various activities, from time to time has need of PICHTR’s specialized administrative services; and

WHEREAS, PICHTR is willing, able and available to provide those specialized administrative services to _____;

NOW THEREFORE, in consideration of the mutual agreements set forth herein, _____ and PICHTR enter into this MASTER AGREEMENT under the following terms and conditions:

1. Objectives. This MASTER AGREEMENT sets forth the overall responsibilities of each party in the management and administration of (i) _____’s projects as well as of (ii) _____’s administrative cost centers that support its projects, for which PICHTR’s specialized administrative services are sought. Specific requirements related to description of a _____ administrative cost center and/or a project, timing, and payment for PICHTR services for each administrative cost center and/or project shall be described in and be the subject of a separate agreement set forth in a prescribed Project Task Order Form, copy of which form is attached hereto as Exhibit A and incorporated herein by reference. This separate agreement for a _____ administrative cost center and/or project shall be referred to hereinafter as “Project Task Order.” The Project Task Order shall be executed by the duly authorized officials of _____ and PICHTR in the manner set forth in the form attached hereto as Exhibit A. If there is any conflict between the terms and conditions of this MASTER AGREEMENT and a PROJECT TASK ORDER, the terms and conditions of this MASTER AGREEMENT shall prevail.

2. Responsibilities of _____. _____ shall be responsible for the following:
- a. Initiate each specific Project Task Order request, using the prescribed Project Task Order Form, copy of which is attached hereto as Exhibit A, as well as amendments and supplements to such requests.
 - b. Initiate a separate Project Task Order for each (i) _____ administrative cost center and (ii) _____ project for which PICHTR specialized administrative services are to be provided.
 - c. For each project, designate a responsible employee of _____ who shall be the Principal Investigator (PI) of the project.
 - d. Fulfill all the terms and conditions of the award between _____ and its sponsor, including but not limited to maintaining fiscal and budgetary control of the award, providing in a timely manner all required reporting and deliverables, and ensuring full closeout of the awards in the manner required by the terms and conditions of the award.
 - e. Management and supervise the project with responsibility for completion of the scope, work-plan and timing of the project, as described in the relevant award, etc.
 - f. Be ultimately responsible and accountable for the management and conduct of all projects covered by this MASTER AGREEMENT, including but not limited to compliance with all applicable State and Federal laws, regulations, program requirements, and other legal requirements that are made a part of the terms and conditions of the award, as well as for any penalty imposed by a _____ sponsor for failure to comply with all terms and conditions of the project.

In the event a _____ project incurs a liability for failure by _____ to comply with applicable legal and program requirements, _____ shall be responsible for the payment of all liabilities, penalties, interest, and expenses incurred by PICHTR in connection therewith, and _____ will hold PICHTR harmless from all such liabilities, penalties, interest, and expenses; provided, however that _____ shall not be responsible for payment of any liability that results from a PICHTR officer's or non-project employee's action or omission to act that (i) was material to the accrual of liability and (ii) constitutes gross negligence, willful misconduct, or a violation of the criminal law; provided further that _____ shall be responsible for payment of any liability resulting from the action or omission to act of a PICHTR employee who is a project staff member working under the control and supervision (administrative and technical) of _____.

3. Responsibilities of PICHTR. Upon acceptance of each Project Task Order, PICHTR shall provide the following specialized administrative services for _____'s projects as an agent of _____ and not as principal:

- a. With the prior written approval of _____, recruit and employ or contract staff that is required under a Project Task Order. The project staff shall work under the control and supervision (administrative and technical) of _____ although such staff shall be PICHTR employees.
- b. Provide project accounting services, including (i) the disbursement of _____'s project funds subject to approval of _____, and (ii) periodic project reporting, which would include, but not be limited to, monthly accounting records and access (on-line or otherwise) to daily transaction reports.
- c. Payroll accounting, including maintenance of necessary records and reports for Federal, State, or county financial reporting requirements (e.g., social security, workers' compensation, unemployment compensation and payroll taxes).
- d. If required, administration of retirement programs, group life insurance programs, long-term disability programs, and health insurance.
- e. Assist _____ with the following, in the manner mutually agreed upon by the parties:
 - (1) Procurement of goods and services,
 - (2) Property administration,
 - (3) Space allocation and inventory control,
 - (4) Contract negotiations and administration,
 - (5) General communication, and
 - (6) General administrative and management services.

In addition, upon _____'s prior written request, PICHTR may provide additional human resources administrative services.

4. Time of Performance. Time is of the essence in PICHTR's performance of specialized administrative services pursuant to the Project Task Orders under this MASTER AGREEMENT, and all work on such task orders shall be completed as expeditiously as possible and not later than the date of completion specified in the Project Task Orders, unless this MASTER AGREEMENT or any Project Task Order is sooner terminated.
5. Compensation and Method of Payment. As full consideration of the services to be performed by PICHTR under this MASTER AGREEMENT, _____ agrees to pay PICHTR a sum of money not to exceed the amount of compensation specified by the Project Task Order for a specific PICHTR project, which sum will be paid by _____ on a cost-reimbursement basis, including the PICHTR indirect costs.

The indirect cost rate will be provided at the beginning of the PICHTR fiscal year by PICHTR. Specific "out-of-pocket" expenses of PICHTR, authorized in advance by _____, shall be reimbursed by _____. _____ shall make payments to PICHTR on a timely basis.

6. Applicable Office of Management and Budget Circulars. PICHTR is a private and not-for-profit corporation, and the following Office of Management and Budget (OMB) Circulars shall apply to all projects administered by PICHTR:
 - a. OMB Circular No. A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations;
 - b. OMB Circular No. A-122, Cost Principles for Non-Profit Organizations, and
 - c. OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Non-Profit Organizations.
7. Subcontracts and Assignments. PICHTR shall not subcontract, assign, or transfer any interest in all or any part of the services to be performed under this MASTER AGREEMENT without the prior written consent and approval of _____.
8. Confidentiality of Material. Any information, data, report, record or other material given to or prepared or assembled by PICHTR under this MASTER AGREEMENT shall not be made available to any individual or organization by PICHTR without the prior written consent of _____, provided that consent shall not be unreasonably withheld.
9. Copyright and Patent. _____ shall at all times during the term of this MASTER AGREEMENT have and retain any and all rights (i) of copyright in, and (ii) to apply for registrations of copyright or patent or other intellectual property protections regarding all materials in whatever form they may exist (including, without limitation, summaries, reports, maps, charts, graphs or tables), documents, discoveries, inventions or other developments produced in whole or in part from or by any project sponsored, undertaken, or initiated by _____ and brought by _____ within the scope of this MASTER AGREEMENT, subject only to any specific contractual requirements that _____ has with any third party that apply to each specific project. _____ may, if it desires in any particular instance, request PICHTR to undertake any such application for registration of copyright and/or patent, and if PICHTR agrees to undertake this task, _____ and PICHTR shall determine who shall be the applicant and how any registration fees and costs shall be paid.
10. Inspections.
 - a. At all reasonable times, PICHTR shall permit an authorized representative of _____ to inspect, audit, and make copies of all books, records, summaries, reports, charts, graphs, tables, recommendations, and other documents and materials, as available, produced in whole or in part under this MASTER AGREEMENT.

- b. At all reasonable times, _____ shall permit an authorized representative of PICHTR to inspect, audit, and make copies of all books, records, summaries, reports, charts, graphs, tables, recommendations, and other documents and materials, as available, produced in whole or in part under all _____ projects covered by this MASTER AGREEMENT.
11. Disputes. If any dispute concerning a matter or acts arising under this MASTER AGREEMENT is not disposed of by mutual agreement by the parties within thirty (30) days, the parties agree as follows.
- a. For disputes of values below one hundred thousand dollars (\$100,000.00), the dispute shall be decided by arbitration in Honolulu, Hawaii, in accordance with the Rules of Commercial Arbitration of the American Arbitration Association and by an arbitrator acceptable to both parties who shall reduce his/her decision in writing. The arbitrator shall conduct the arbitration and render his/her decision within sixty (60) days after being appointed as arbitrator, unless an extension is mutually agreed upon, in writing, by both parties. Such decision shall be final and conclusive. The arbitrator's costs shall be shared equally by both parties.
 - b. For disputes of value in excess of one hundred thousand dollars (\$100,000.00), the parties shall be free to pursue appropriate legal remedies.

Pending a decision on a matter in dispute, PICHTR shall proceed diligently with the performance of its responsibilities under this MASTER AGREEMENT in accordance with the requests of _____.

12. Applicability. The terms and conditions of this MASTER AGREEMENT shall apply to all Project Task Orders of _____ that have been accepted by PICHTR. Any Project Task Order that fails to meet the requirements of this MASTER AGREEMENT shall not be accepted by PICHTR.
13. Amendment. This MASTER AGREEMENT may be amended at any time only by the written mutual agreement of the parties hereto.
14. Termination of MASTER AGREEMENT and Project Task Orders. This MASTER AGREEMENT shall continue in effect until terminated without cause by either party by giving the other party written notice, specifying the effective date of the termination, at least 90 days prior to the effective date of the termination. Concurrent with the termination of the MASTER AGREEMENT, all Project Task Orders entered under this MASTER AGREEMENT shall also terminate.

15. Notices. All notices and amendments to this MASTER AGREEMENT and/or to the Project Task Orders shall be in writing and sent by mail, by hand delivery, or by facsimile telecopier, with a copy to be sent by mail, addressed as follows:

To _____ at: _____

To PICHTR at: Pacific International Center for High Technology Research
1440 Kapiolani Boulevard, Suite 1225
Honolulu, Hawaii 96814
Attention: Mr. Dennis Teranishi, President
Telephone: (808) 943-9581
Telecopier: (808) 943-9582

Any such address, contact person, telephone number, or facsimile telecopier number may be changed from time to time by serving notice to the other party as above provided. Service or such notice shall be deemed complete on the day of actual delivery or at the expiration of the second day after the date of mailing, whichever is earlier, or by hand or facsimile telecopier.

IN WITNESS WHEREOF, the parties hereto have executed this MASTER AGREEMENT on the day and year first above written.

By _____
Its _____
“ _____ ”

PACIFIC INTERNATIONAL CENTER FOR HIGH
TECHNOLOGY RESEARCH

By _____
Its _____
“PICHTR”

Task Order No. _____
PICHTR Project No. _____

PROJECT TASK ORDER FORM

_____/ (_____) /
PACIFIC INTERNATIONAL CENTER FOR
HIGH TECHNOLOGY RESEARCH (PICHTR)

In accordance with the terms and conditions of the MASTER AGREEMENT between _____ and PICHTR, _____ hereby directs PICHTR to provide such administrative services as may be required by the Principal Investigator in the administration of the following project.

Title: _____

Agency: _____

Agency number: _____ Amount of Task Order: _____

Award Project Period: _____

Funding Period: _____

Principal Investigator: _____

Fiscal Administrator: _____

Brief Description of the Project:

REQUESTED BY:

Principal Investigator _____ Date

REVIEWED AND APPROVED BY:

_____ Date

_____ Date

ACCEPTED BY:

PICHTR _____ Date