



UNIVERSITY OF HAWAII

BOARD OF REGENTS

November 9, 2012

The Honorable Donna Mercado Kim
Chair, Senate Special Committee on Accountability
Hawai'i State Legislature
Hawai'i State Capitol, Room 210
Honolulu, HI 96813

Dear Senator Kim:

This letter responds to your letter dated October 8, 2012, and supplements our letter of October 12, 2012. The paragraphs below are numbered to correspond with your numbered requests.

1. Enclosed is a copy of an email dated October 1, 2012, from Jeff Harris regarding "Hoakea assistance to Torkildson". A copy of Hoakea Communications' contract with the Research Corporation of the University of Hawai'i was provided with our letter of October 12, 2012, per your earlier request.
2. See above. There are no additional consultants other than Hoakea.
3. Copies of the requested emails were provided with our letter of October 12, 2012.
4. Chair Karr's actions regarding representation of the University of Hawai'i in the Mountain West Conference were not based on any specific Board of Regents policy. The role and duties of the Chair are set forth in the Board's Bylaws, which have been provided to the Committee and are also available at <http://www.hawaii.edu/offices/bor/policy/bylaws.pdf>.
5. The Board of Regents discussed in detail the composition and charge of the Operational and Financial Controls Improvement Advisory Task Group, including concerns related to alleged conflicts of interest, at its meeting on September 28, 2012. Such issues have also been discussed at other meetings of the Board and within the Task Group itself. The Board's discussion on September 28 considered the qualifications, experience, and personal integrity of the Advisory Task Group members (the external members of which are leaders in accounting in Hawai'i) and the purposes of the Advisory Task Group, as well as concerns such as those you note. At the conclusion of the discussion, the Board voted to reaffirm the membership of the Advisory Task Group as originally appointed by the Board

at its meeting of September 5, 2012. The Board also decided to request assistance from the Ethics Commission to address and resolve any concerns relating to alleged conflicts of interest, and that non-Regent members of the Advisory Task Group would serve as ex officio, non-voting members pending completion of the Ethics Commission review. Discussions with Ethics Commission staff were subsequently initiated and are ongoing.

6. A copy of the Confidentiality Covenant was provided with our letter of October 12, 2012.

7. A status update on the recertification of the John A. Burns School of Medicine BSL/ABSL3 laboratory is enclosed.

8. A copy of the contract with The Implementation Group is enclosed.

1. The requested cost breakdown is set forth in our letter of October 12, 2012.

2. A copy of the Memorandum relating to Jim Donovan's transfer dated August 11, 2012, was previously provided to the Committee, as was correspondence from Mr. Donovan's attorney. Other contemporaneous communications were between the University and its attorneys and are privileged. The August 11 Memorandum is the controlling document regarding Mr. Donovan's reassignment for the remainder of his current appointment period. The action memorandum contemplated by paragraph 4 of the Memorandum and Agreement, which relates to the new appointment to commence upon expiration of his current appointment, has not yet been submitted or acted upon.

3. Consult meetings are conducted in accordance with HRS Chapter 92, with the advice of the University General Counsel and, with respect to participation of the second Vice Chair, advice obtained by Vice Chair Lee from the Office of Information Practices.

4. Attached are copies of the following:

- Contract with Storbeck/Pimental & Associates Inc. dated December 12, 2008 (which was listed in response to the Committee's initial request for information)
- Contract with Tides Center dba KE2 dated September 1, 2011 (also listed in response to the Committee's initial request for information)
- Contract with UCSD Extension dated February 15, 2012 (also listed in response to the Committee's initial request for information)
- Contract with Association of Governing Boards dated October 17, 2012

5. Lists of public relations-related positions for all campuses in the University of Hawai'i System for the past three years are attached. These lists were extracted from the

The Honorable Donna Mercado Kim

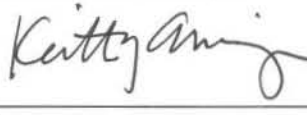
November 9, 2012

Page 3

University's human resources database and include all employees in the University Relations office and all administrative, professional, and technical (APT) employees in the "public information, public events planning, and publications" and "media design and production" career groups. Employees in these career groups perform a broad range of duties relating to University external affairs, events, and publications.

Sincerely,

JAMES H.Q. LEE
CARL A. CARLSON JR.
CORALIE MATAYOSHI

By 

KEITH Y. AMEMIYA
Executive Administrator and Secretary
of the Board of Regents

Enclosures

c: Eric K. Martinson, Chair, UH Board of Regents
M.R.C. Greenwood, President, UH System

From: "Harris, Jeffrey S." <JSH@torkildson.com>
Subject: Hoakea assistance to Torkildson
Date: October 1, 2012 1:26:24 PM HST
To: "M.R.C. Greenwood" <mrcgreen@hawaii.edu>, "James J. McCoy" <JMcCoy@hoakeacomm.com>
Cc: "David Lonborg" <dlonborg@hawaii.edu>, "Darolyn H. Lendio" <lendio@hawaii.edu>, "Katz, Robert S." <RSK@torkildson.com>
▶ 1 Attachment, 735 KB

This confirms that Hoakea began helping Torkildson to provide the services required under the attached agreement on September 11, 2012. The agreed upon compensation to Hoakea is not to exceed \$25,000, with the understanding that the change order and price adjustment terms of the attached agreement are applicable to Hoakea's compensation from Torkildson as well as Torkildson's compensation from the University. Reply to confirm the terms of this e-mail please, to comply with the requirements paragraph F. of attachment 1 to the attached agreement as well as paragraph 4 of the general conditions.

Jeffrey S. Harris, Esq.
Torkildson, Katz, Moore, Hetherington & Harris
700 Bishop Street, 15th Floor Topa Building
Honolulu, Hawaii 96813-4187
jsh@torkildson.com
(808) 523-5393 (direct)
(808) 375-1255 (mobile)
(808) 523-6001 (fax)



[torkildson c...t.pdf \(735 KB\)](#)

JABSOM BSL/ABSL3 Laboratory Re-certification Process Status October 18, 2012

Annually JABSOM acquires a third party facility operations re-certification of its BSL/ABSL Level 3 laboratories to ensure the safety of both those who work inside and outside the laboratories. Our Level 3 labs have successfully acquired these re-certifications since its opening in 2009. The 3rd party re-certifier provides JABSOM with an annual recertification certificate, a report listing facilities excursions found, if any, and their recommendations for quality improvement to ensure continued compliance with CDC biosafety regulations.

In preparation for the July 5, 2012 third party re-certifier's visit, JABSOM Facilities department focused their lab preparation on satisfying the 80+ repairs and maintenance excursions mentioned in the 2011 re-certification report. Additionally level 3 facility quality improvements suggested to JABSOM in the 2010 and 2011 re-certification reports were also performed. Unfortunately, JABSOM did not pass at least 8 of the 13 Biocontainment Facility Differential Pressures tests conducted during the 3rd party recertification on July 5, 2012. Additionally the re-certifier reported approximately 30 non-mechanical level 3 laboratory excursions.

The 3rd party recertification differential pressures tests revealed that JABSOM needed to diagnose, analyze and troubleshoot its Level 3 labs HVAC mechanical and building automation systems programming to ensure differential pressures during possible mechanical system failures remain in compliance with CDC regulations. The status of our efforts to ensure a satisfactory re-certification is reflected in the table below:

Differential Pressure Test Excursion Diagnosis	Outstanding Issue	Current Status	Planned Timeline
Infrastructure Quality Improvement Changes (i.e. fire sprinklers quality improvement and a single lab suite ceiling rebuild) resulted in tighter rooms and safer labs.	Major infrastructure changes require rebalancing our labs and lab equipment including reprogramming of the Level 3 complex building automation system controls.	Services from expert Level 3 Engineering firms and vendors who constructed JABSOM's Level 3 lab facilities have been engaged and are on working with JABSOM facilities on this complex reprogramming process.	Ongoing since August 2012. Needs to continue until testing reveals consistent and satisfactory results to comply with recertification and CDC requirements.
Mechanical System Failures including Dampers and lab monitoring systems needed repairs and replacement.	None	All repairs and replacements have been completed as of October 18, 2012.	N/A

Details of what has been done and what is being done to satisfy our complex building automation system reprogramming challenge remaining can be found on page 2 of this status report. UH-Manoa remains steadfast in obtaining recertification in a safe and timely manner. One cannot provide a hard timeline for final re-certification. When the system responds in a consistently satisfactory manner, the facilities team will arrange for recertification. When re-certification is completed, the labs will meet full industry standards and recertification requirements.

JABSOM Level 3 Laboratories Recertification Status Details

Repairs, upgrades, improvements to the level 3 labs discovered and also identified in the July 5, 2012 re-certification are completed:

- Major ceiling damage discovered on July 7 2012 was repaired.
- Exhaust fans were serviced by replacing belts and sheaves.
- Pressure sensors and associated equipment that monitors negative pressures and provides localized alarms were replaced and calibrated.
- Lab areas were repainted with correct epoxy paint.
- Lab areas were re-caulked with correct caulking material.
- Caulking for fire sprinklers was corrected.
- Malfunctioning bubble-tight dampers were repaired; additionally the status panel associated with the bubble-tight dampers was repaired.
- An air handler isolation damper was repaired.
- Ventilation duct insulation was repaired

Remaining Outstanding issue: A great deal of attention has recently been placed in tightening up the level 3 labs. While the labs have indeed been tightened up, an unintended consequence of these measures - new sprinkler heads, applying new caulk, new gaskets, new sweeps, new door gaskets - resulted in changes to the system dynamics and, as a result, the building automation logic require changes to respond appropriately. An expert in BAS programming logic from the mainland has been tasked to provide additional oversight and facilitation of this process.

Action Plan: The following modifications need to be made to the building automation system's logic. Once completed follow-up testing will take place.

1. Modify programming necessary to compensate for infrastructure changes (i.e. fire sprinklers and one level 3 lab ceiling rebuild) made in the labs.
2. Decrease the response time of the building automation system (BAS) in response to an alarm condition associated with ventilation.
3. Decrease response times associated with standby air handling units starting up and reaching program speed on a failure of a running air handler.
4. Program supply air handling unit dampers to fail in the open position to minimize the time needed to provide supply air, which allows labs' pressurization to stabilize quicker.

UNIVERSITY OF HAWAII		MODIFICATION OF CONTRACT	PAGE 1 of 1
1. MODIFICATION NO. 8	3. CONTRACT NO. <u>C040085</u> Dated <u>08/01/02</u> / PROJECT TITLE Consulting Services to Identify and Increase the University of Hawaii's Opportunities for Federal Research and Development Funding		
2. EFFECTIVE DATE July 1, 2011			
4. ISSUED BY Director, Office of Procurement and Real Property Management 1400 Lower Campus Road, Room 15 Honolulu Hawaii 96822 BUYER <u>K. Hisashima:ms</u>	5. CONTRACTOR (NAME AND ADDRESS) The Implementation Group 101 Constitution Avenue NW, Suite 650 East Washington, DC 20001 Attn: H. Stewart Van Scoyoc, President		

6. (a) This Change Order is issued pursuant to _____
The changes set forth in block 7 are made to the above numbered contract.
 (b) The above numbered contract is modified to reflect administrative change.
 (c) This Supplemental Agreement is entered into to modify the contract as set forth in block 7

7. DESCRIPTION OF MODIFICATION

In accordance with Paragraph 9, MODIFICATION OF AGREEMENT, of the University of Hawaii General Conditions for Agreements for Services set forth in Attachment 5, subject Agreement shall be modified as follows:

- a. The service completion date specified in Attachment 2, TIME OF PERFORMANCE, is hereby extended to June 30, 2012.
 b. The total contract amount for the period July 1, 2011 through June 30, 2012, shall be \$180,000.00, including all applicable taxes.
 c. Attachment 3, COMPENSATION AND PAYMENT SCHEDULE, shall be revised as follows:

Original Contract Amount	\$ 149,999.92
Modification No. 1	73,999.96
Modification No. 2	150,000.00
Modification No. 3	180,000.00
Modification No. 4	180,000.00
Modification No. 5	180,000.00
Modification No. 6	180,000.00
Modification No. 7	180,000.00
Modification No. 8	180,000.00
Total Modified Contract Amount	<u>\$1,453,999.88</u>

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

8. APPROPRIATION/FUNDING/ACCOUNTING DATA (IF REQUIRED)
3-82032

9. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND ALL COPIES TO THE DIRECTOR, OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT

10. NAME OF CONTRACTOR BY <u>[Signature]</u> , <u>11/4/2011</u> DATE	12. UNIVERSITY OF HAWAII BY <u>[Signature]</u> , <u>NOV 9 2011</u> DATE
11. NAME & TITLE OF SIGNER (TYPE OR PRINT) <u>MR JOSEPH G. DANEK</u> <u>SENIOR VP, TRC</u>	13. NAME & TITLE OF SIGNER (TYPE OR PRINT) Duff Zwald, Director, Office of Procurement and Real Property Management

UNIVERSITY OF HAWAII	MODIFICATION OF CONTRACT	PAGE 1 of 1
1. MODIFICATION NO. 6	3. CONTRACT NO. <u>C040085</u> Dated <u>08/01/02</u> / PROJECT TITLE Consulting Services to Identify and Increase the University of Hawaii's Opportunities for Federal Research and Development Funding	
2. EFFECTIVE DATE July 1, 2009		

4. ISSUED BY Director, Office of Procurement and Real Property Management 1400 Lower Campus Road, Room 15 Honolulu Hawaii 96822 BUYER <u>Suzanne Tanaka</u>	5. CONTRACTOR (NAME AND ADDRESS) The Implementation Group 101 Constitution Avenue NW, Suite 650 East Washington, DC 20001 Attn: H. Stewart Van Scoyoc, President
--	--

6. (a) This Change Order is issued pursuant to _____
The changes set forth in block 7 are made to the above numbered contract.
 (b) The above numbered contract is modified to reflect administrative change.
 (c) This Supplemental Agreement is entered into to modify the contract as set forth in block 7

7. DESCRIPTION OF MODIFICATION

In accordance with Paragraph 9, MODIFICATION OF AGREEMENT, of the General Conditions set forth in Attachment 5, subject Agreement shall be modified as follows:

a. Attachment 2, TIME OF PERFORMANCE, service completion date shall be modified to extend through June 30, 2010.

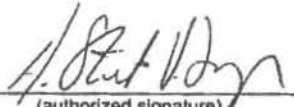

b. Attachment 3, COMPENSATION AND PAYMENT SCHEDULE, shall be revised as follows:

Original Contract Amount	\$ 149,999.92
Modification No. 1	73,999.96
Modification No. 2	150,000.00
Modification No. 3	180,000.00
Modification No. 4	180,000.00
Modification No. 5	180,000.00
Modification No. 6	<u>180,000.00</u>
 Total Modified Contract Amount	 <u>\$1,093,999.88</u>

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

8. APPROPRIATION/FUNDING/ACCOUNTING DATA (IF REQUIRED)
3-82030

9. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND ALL COPIES TO THE DIRECTOR, OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT

10. NAME OF CONTRACTOR BY <u></u> <u>11/06/09</u> <small>(authorized signature) DATE</small>	12. UNIVERSITY OF HAWAII <u></u> NOV 10 2009 BY _____ _____ <small>DATE</small>
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11. NAME & TITLE OF SIGNER (TYPE OR PRINT) H. Stewart Van Scoyoc, President	13. NAME & TITLE OF SIGNER (TYPE OR PRINT) Duff Zwald, Director, Office of Procurement and Real Property Management
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UNIVERSITY OF HAWAII		MODIFICATION OF CONTRACT	PAGE 1 of 1
1. MODIFICATION NO. 5		3. CONTRACT NO. <u>C040085</u> , Dated <u>08/01/02</u> / PROJECT TITLE Consulting Services to Identify and Increase the University of Hawaii's Opportunities for Federal Research and Development Funding	
2. EFFECTIVE DATE July 1, 2008			
4. ISSUED BY Director, Office of Procurement and Real Property Management 1400 Lower Campus Road, Room 15 Honolulu Hawaii 96822 BUYER <u>Suzanne Tanaka</u>		5. CONTRACTOR (NAME AND ADDRESS) The Implementation Group 101 Constitution Avenue NW, Suite 650 East Washington, DC 20001 Attn: H. Stewart Van Scoyoc, President	

6. (a) This Change Order is issued pursuant to _____
The changes set forth in block 7 are made to the above numbered contract.
(b) The above numbered contract is modified to reflect administrative change.
(c) This Supplemental Agreement is entered into to modify the contract as set forth in block 7

7. DESCRIPTION OF MODIFICATION

In accordance with Paragraph 9, MODIFICATION OF AGREEMENT, of the General Conditions set forth in Attachment 5, subject Agreement shall be modified as follows:

- a. Attachment 2, TIME OF PERFORMANCE, service completion date shall be modified to extend through June 30, 2009.
b. Attachment 3, COMPENSATION AND PAYMENT SCHEDULE, shall be revised as follows:

Original Contract Amount	\$149,999.92
Modification No. 1	73,999.96
Modification No. 2	150,000.00
Modification No. 3	180,000.00
Modification No. 4	180,000.00
Modification No. 5	<u>180,000.00</u>
Total Modified Contract Amount	<u>\$913,999.88</u>

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

8. APPROPRIATION/FUNDING/ACCOUNTING DATA (IF REQUIRED)
3-82039

9. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND ALL COPIES TO THE DIRECTOR, OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT

10. NAME OF CONTRACTOR The Implementation Group, Inc.		12. UNIVERSITY OF HAWAII	
BY <u>H. Stewart Van Scoyoc</u> , 11/13/08 (authorized signature) DATE		BY <u>[Signature]</u> , NOV 18 2008 DATE	
11. NAME & TITLE OF SIGNER (TYPE OR PRINT) H. Stewart Van Scoyoc, President		13. NAME & TITLE OF SIGNER (TYPE OR PRINT) Duff Zwald, Director, Office of Procurement and Real Property Management	

UNIVERSITY OF HAWAII		MODIFICATION OF CONTRACT	PAGE 1 of 1
1. MODIFICATION NO. 4		3. CONTRACT NO. <u>C040085</u> Dated <u>08/01/02</u> / PROJECT TITLE Consulting Services to Identify and Increase the University of Hawaii's Opportunities for Federal Research and Development Funding	
2. EFFECTIVE DATE July 1, 2007			
4. ISSUED BY Director, Office of Procurement and Real Property Management 1400 Lower Campus Road, Room 15 Honolulu Hawai'i 96822 BUYER <u>Suzanne Tanaka</u>		5. CONTRACTOR (NAME AND ADDRESS) The Implementation Group 101 Constitution Avenue NW, Suite 650 East Washington, DC 20001 Attn: H. Stewart Van Scoyoc, President	

6. (a) This Change Order is issued pursuant to _____
The changes set forth in block 7 are made to the above numbered contract.
(b) The above numbered contract is modified to reflect administrative change.
(c) This Supplemental Agreement is entered into to modify the contract as set forth in block 7

7. DESCRIPTION OF MODIFICATION

In accordance with Paragraph 9, MODIFICATION OF AGREEMENT, of the General Conditions set forth in Attachment 5, subject Agreement shall be modified as follows:

- a. Attachment 2, TIME OF PERFORMANCE, service completion date shall be modified to extend through June 30, 2008.
- b. Attachment 3, COMPENSATION AND PAYMENT SCHEDULE, shall be revised as follows:

Original Contract Amount	\$149,999.92
Modification No. 1	73,999.96
Modification No. 2	150,000.00
Modification No. 3	180,000.00
Modification No. 4	<u>180,000.00</u>
Total Modified Contract Amount	<u>\$733,999.88</u>

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

8. APPROPRIATION/FUNDING/ACCOUNTING DATA (IF REQUIRED)

3-82038

9. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND ALL COPIES TO THE DIRECTOR, OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT

10. NAME OF CONTRACTOR
THE IMPLEMENTATION GROUP, INC.

BY H. Stewart Van Scoyoc, 1-4-08
(authorized signature) DATE

11. NAME & TITLE OF SIGNER (TYPE OR PRINT)
H. Stewart Van Scoyoc, President

12. UNIVERSITY OF HAWAII

BY [Signature], JAN 8 2008
DATE

13. NAME & TITLE OF SIGNER (TYPE OR PRINT)
Duff Zwald, Director, Office of Procurement and Real Property Management

UNIVERSITY OF HAWAI'I		MODIFICATION OF CONTRACT	PAGE 1 of 1
1. MODIFICATION NO. 3	3. CONTRACT NO. <u>C040085</u> Dated <u>08/01/02</u> / PROJECT TITLE Consulting Services to Identify and Increase the University of Hawaii's Opportunities for Federal Research and Development Funding		
2. EFFECTIVE DATE July 1, 2006			
4. ISSUED BY Director, Office of Procurement and Real Property Management 1400 Lower Campus Road, Room 15 Honolulu Hawai'i 96822 BUYER S.Tanaka	5. CONTRACTOR (NAME AND ADDRESS) The Implementation Group 101 Constitution Avenue NW, Suite 650 East Washington, DC 20001 Attn: H. Stewart Van Scoyoc, President		
6. (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The changes set forth in block 7 are made to the above numbered contract. (b) <input type="checkbox"/> The above numbered contract is modified to reflect administrative change. (c) <input checked="" type="checkbox"/> This Supplemental Agreement is entered into to modify the contract as set forth in block 7			

7. DESCRIPTION OF MODIFICATION

In accordance with Paragraph 9, MODIFICATION OF AGREEMENT, of the General Conditions set forth in Attachment 5, subject Agreement shall be modified as follows:

a. Attachment 2, TIME OF PERFORMANCE, service completion date shall be modified to extend through June 30, 2007.

b. Attachment 3, COMPENSATION AND PAYMENT SCHEDULE, shall be revised as follows:

Original Contract Amount	\$149,999.92
Modification No. 1	73,999.96
Modification No. 2	150,000.00
Modification No. 3	<u>180,000.00</u>
Total Modified Contract Amount	<u>\$553,999.88</u>

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

8. APPROPRIATION/FUNDING/ACCOUNTING DATA (IF REQUIRED)
3-82037

9. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND ALL COPIES TO THE DIRECTOR, OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT

10. NAME OF CONTRACTOR The Implementation Group, Inc. BY <u>H. Stewart Van Scoyoc</u> 12/5/06 (authorized signature) DATE	12. UNIVERSITY OF HAWAI'I <u>[Signature]</u> BY _____, DEC 07 2006 DATE
11. NAME & TITLE OF SIGNER (TYPE OR PRINT) H. Stewart Van Scoyoc, President	13. NAME & TITLE OF SIGNER (TYPE OR PRINT) Duff Zwald, Director, Office of Procurement and Real Property Management

OPRPM FORM 51
(Rev. 2/00)

UNIVERSITY OF HAWAII		MODIFICATION OF CONTRACT	PAGE 1 of 1
1. MODIFICATION NO. 2		3. CONTRACT NO. <u>C040085</u> Dated <u>08/01/02</u> / PROJECT TITLE Proposal Writing	
2. EFFECTIVE DATE July 1, 2005			
4. ISSUED BY Director, Office of Procurement and Real Property Management 1400 Lower Campus Road, Room 15 Honolulu Hawai'i 96822 BUYER D. Wong		5. CONTRACTOR (NAME AND ADDRESS) The Implementation Group 101 Constitution Avenue NW, Suite 650 East Washington, DC 20001	
6. (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The changes set forth in block 7 are made to the above numbered contract. (b) <input type="checkbox"/> The above numbered contract is modified to reflect administrative change. (c) <input checked="" type="checkbox"/> This Supplemental Agreement is entered into to modify the contract as set forth in block 7			
7. DESCRIPTION OF MODIFICATION			

In accordance with Paragraph 9, MODIFICATION OF AGREEMENT, of the General Conditions set forth in Attachment 5, subject Agreement shall be modified as follows:

- a Attachment 2, TIME OF PERFORMANCE, shall be modified to extend through June 30, 2006.
- b. Attachment 3, COMPENSATION AND PAYMENT SCHEDULE, shall be changed to \$12,500 per month, including reasonable expenses, for a total cost not to exceed \$150,000.00.

Post-it* Fax Note	7671	Date	10/3	# of pages	1
To *		From			
Co./Dept.		Co.			
Phone #	6	Phone #	68674		
Fax #	66891	Fax #			

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

8. APPROPRIATION/FUNDING/ACCOUNTING DATA (IF REQUIRED)

9. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND ALL COPIES TO THE DIRECTOR, OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT

10. NAME OF CONTRACTOR The Implementation Group		12. UNIVERSITY OF HAWAII	
BY <u>H. Stewart Van Scoyoc</u> , <u>10/5/05</u> (authorized signature) DATE		BY <u>[Signature]</u> , <u>OCT 12 2005</u> DATE	
11. NAME & TITLE OF SIGNER (TYPE OR PRINT) H. Stewart Van Scoyoc President		13. NAME & TITLE OF SIGNER (TYPE OR PRINT) Duff Zwald, Director, Office of Procurement and Real Property Management	

UNIVERSITY OF HAWAII		MODIFICATION OF CONTRACT		PAGE 1 of 1
1. MODIFICATION NO. 1		3. CONTRACT NO. <u>C040085</u> Dated <u>08/01/02</u> / PROJECT TITLE Proposal Writing		
2. EFFECTIVE DATE 12/27/04				
4. ISSUED BY Director, Office of Procurement and Real Property Management 1400 Lower Campus Road, Room 15 Honolulu Hawai'i 96822 BUYER <u>D. Wong</u>		5. CONTRACTOR (NAME AND ADDRESS) The Implementation Group 101 Constitution Avenue NW, Suite 650 East Washington, DC 20001		

6. (a) This Change Order is issued pursuant to _____
The changes set forth in block 7 are made to the above numbered contract.
(b) The above numbered contract is modified to reflect administrative change.
(c) This Supplemental Agreement is entered into to modify the contract as set forth in block 7

7. DESCRIPTION OF MODIFICATION

In accordance with Paragraph 9, MODIFICATION OF AGREEMENT, of the General Conditions set forth in Attachment 5, subject Agreement shall be modified as follows:

- a. Attachment 2, TIME OF PERFORMANCE, shall be modified to extend on a month to month basis, not to exceed June 30, 2005.
- b. Attachment 3, COMPENSATION AND PAYMENT SHCHEDULE, shall remain at \$11,666.66 per month, not to exceed \$4,000 on incidental costs including travel and long distance phone calls.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

8. APPROPRIATION/FUNDING/ACCOUNTING DATA (IF REQUIRED)

9. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND ALL COPIES TO THE DIRECTOR, OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT

10. NAME OF CONTRACTOR		12. UNIVERSITY OF HAWAII	
BY <u>H. Stewart Van Scoyoc</u> 1/16/05 (authorized signature) DATE		BY <u>[Signature]</u> JAN 11 2005 DATE	
11. NAME & TITLE OF SIGNER (TYPE OR PRINT) H. Stewart Van Scoyoc President		13. NAME & TITLE OF SIGNER (TYPE OR PRINT) Duff Zwald, Director, Office of Procurement and Real Property Management	

UNIVERSITY OF HAWAII

Office of Procurement, Real Property and Risk Management

OPRPM FORM 12a
(Rev. 2/00)

January 22, 2004

Mr. H. Stewart Van Scoyoc
President
The Implementation Group, Inc.
101 Constitution Avenue, NW, Suite 650E
Washington, DC 20001

Dear Mr. Scoyoc:

Subject: Contract No. C040085

Enclosed herewith is your fully executed copy of the
subject contract.

Very truly yours,



Duff Zwald
Director

DZ:DW:lk

Enclosure

c: James Gaines
Tracie Nakagawa

C.040085

**UNIVERSITY OF HAWAII
AGREEMENT FOR SERVICES**

This Agreement, effective the 1st day of January, 2004, is entered into between the University of Hawaii (hereinafter "UNIVERSITY"), and The Implementation Group, Inc.

(hereinafter "CONTRACTOR"), a Corporation
(Insert "corporation," "partnership," "joint venture," "sole proprietorship," or other legal form of the Contractor)
under the laws of the State of Washington, DC, whose business address and taxpayer identification number are as follows: 101 Constitution Avenue, NW, Suite 650E, Washington, DC 20001
Taxpayer ID No. 52-1902789

RECITALS

- A. The UNIVERSITY is in need of the services described in this Agreement and its attachments.
- B. The UNIVERSITY desires to retain and engage the CONTRACTOR to provide the services, and the CONTRACTOR is agreeable to providing said services.
- C. Money is available to fund this Agreement pursuant to:
- (1) Research and Training Revolving Fund or
(Identify state sources)
- (2) _____ or
(Identify federal sources)
- (3) _____
(Identify other sources)
- in the following amounts:
- | | | |
|---------|----|-------------------|
| State | \$ | <u>149,999.92</u> |
| Federal | \$ | _____ |
| Other | \$ | _____ |
- D. Pursuant to Section 304-4, Hawaii Revised Statutes (HRS), the UNIVERSITY is authorized to enter into this Agreement.

- E. The procurement of services specified herein is subject to the following procedures:
- Competitive sealed bidding/proposals.
- Sole source procurement.
- Emergency procurement.
- Exempt purchase, pursuant to APM Section A8.220, Exemption No. _____.
- Other: _____

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the UNIVERSITY and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the UNIVERSITY, provide all the services set forth in Attachment 1, which is hereby made a part of this Agreement.

2. Time of Performance. The services required of the CONTRACTOR under this 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 Agreement.

3. Compensation. The CONTRACTOR shall be compensated for services rendered and costs incurred under this Agreement in a total amount not to exceed One Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine and 92/100 DOLLARS (\$ 149,999.92), including taxes, according to the "Compensation and Payment Schedule" set forth in Attachment 3, which is hereby made a part of this Agreement.

4. Standards of Conduct Declaration. The Standards of Conduct Declaration by CONTRACTOR, set forth in Attachment 4, is hereby made a part of this Agreement.

5. Notices. Any written notices required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the UNIVERSITY at the DIRECTOR's office in Honolulu, Hawaii, at 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822, or to the CONTRACTOR at the CONTRACTOR's address as indicated in the Agreement. A notice shall be deemed to have been received by the recipient THREE (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the UNIVERSITY in writing of any change of address.

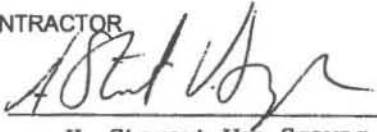
6. Other Terms and Conditions. The General Conditions and the Special Conditions (if any) set forth in Attachments 5 and 6, respectively, are hereby made a part of this Agreement. The term "DIRECTOR" in the General Conditions shall be understood to refer to the UNIVERSITY's Director of Procurement and Real Property Management. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

IN WITNESS WHEREOF, the UNIVERSITY and the CONTRACTOR have executed this Agreement effective as of the date first above written.

UNIVERSITY

By 
Its Director of the Office of Procurement
and Real Property Management

CONTRACTOR

By 
H. Stewart Van Scoyoc
Title _____
President

*Evidence of authority of the CONTRACTOR's representative to sign this Agreement for the CONTRACTOR must be attached.

SCOPE OF SERVICES

The CONTRACTOR shall identify opportunities that will enhance the likelihood of the University's receipt of increased extramural funding for the University of Hawaii system by providing the following services:

The CONTRACTOR shall:

- 1) Provide specific recommendations to improve the competitiveness of the University's research efforts;
- 2) Advise the University of the identification and development of proposals for large grants;
- 3) Communicate with funding agencies and secure critical information related to funding agency's priorities, proposal development and review processes;
- 4) Promote collaboration between research units within and outside the University with nationally recognized groups to foster highly competitive interdisciplinary projects and promote inter-institutional partnering;
- 5) Provide direct technical assistance in proposal narrative development and craftsmanship with the goal of producing nationally competitive proposals; and
- 6) Resolve issues that may threaten the likelihood of a proposal being funded or a project not being renewed.

CONTRACTOR shall provide a written report on accomplishments provided to the UNIVERSITY within THIRTY (30) days from the termination date of this agreement. Upon receipt of the final written report, final payment will be made.

TIME OF PERFORMANCE

All services to be rendered by CONTRACTOR under this contract shall commence not later than January 1, 2004 and shall be completed by December 31, 2004.

COMPENSATION AND PAYMENT SCHEDULE

CONTRACTOR shall be compensated monthly in the amount of \$11,666.66, including all applicable taxes, plus reasonable expenses. Reasonable expenses shall include long-distance telephone, mailings, copy services, travel, lodging, and subsistence. Airfare shall be coach class airfare. CONTRACTOR shall itemize reimbursable expenses by category on each invoice. Only reasonable expenses incurred in the performance of services directly attributable to this agreement shall be reimbursed by the UNIVERSITY and shall not to exceed \$10,000.00 for the entire contract.

Contractor shall submit a properly executed original invoice in duplicate, monthly, to the UNIVERSITY, indicating the contract number to:

Office of Research Services
University of Hawai'i
2540 Maile Way, Spalding 253
Honolulu, Hawai'i 96822

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than FIFTY PERCENT (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of The Implementation Group, Inc.
CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR (is) ~~(is not)~~ a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*

2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.

3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a UNIVERSITY employee or, in the case of the Legislature, by a legislator.

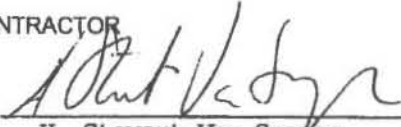
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the UNIVERSITY within the preceding TWO (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.

5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past TWELVE (12) months, has been a UNIVERSITY employee, or in the case of the Legislature, a legislator.

6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past TWELVE (12) months, served as a UNIVERSITY employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the UNIVERSITY if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the UNIVERSITY.

DATED: January 20, 2004

CONTRACTOR
By 
H. Stewart Van Scoyoc
Title President

* Reminder to UNIVERSITY PROGRAM: If "is" is circled, YOUR PROGRAM is required, under Section 84-15, Hawaii Revised Statutes, to file with the State Ethics Commission, TEN (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

UNIVERSITY OF HAWAII
GENERAL CONDITIONS FOR
AGREEMENTS FOR SERVICES

1. Coordination of Services by the UNIVERSITY. The DIRECTOR, or the DIRECTOR's designee, shall coordinate the services to be provided by the CONTRACTOR in order to complete the Project. The CONTRACTOR shall maintain communications with the DIRECTOR, or the DIRECTOR's designee, at all stages of the CONTRACTOR's work, and submit to the DIRECTOR or the DIRECTOR's designee, for resolution, any questions which may arise as to the performance of this Agreement.

2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

a. In the performance of services, or delivery of goods, or both, required under this Agreement, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, the UNIVERSITY shall have a general right to inspect work in progress to determine whether, in the UNIVERSITY's opinion, the services are being performed or the goods are being provided, or both, by the CONTRACTOR in compliance with this Agreement. It is understood that the UNIVERSITY does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract, to provide services, or goods, or both to other individuals or entities while under contract with the UNIVERSITY.

b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Agreement, agents or employees of the UNIVERSITY for any purpose, and the CONTRACTOR, and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the UNIVERSITY any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to UNIVERSITY employees.

c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.

d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.

e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9, Hawaii Revised Statutes, and shall comply with all requirements thereof. The CONTRACTOR shall be solely responsible for meeting all requirements necessary to obtain the tax clearance certificates required for execution of the Agreement and for final payment under Sections 103-53 and 237-45, Hawaii Revised Statutes, and paragraph 19 of these General Conditions.

f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Agreement.

b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Subcontracts and Assignments.

a. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of the UNIVERSITY. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved by the Senior Vice President for Administration of the University of Hawaii, as provided in Section 40-58, Hawaii Revised Statutes.

b. Recognition of a successor in interest. When in the best interest of the UNIVERSITY, a successor in interest may be recognized in an assignment agreement which the UNIVERSITY, the CONTRACTOR, and the assignee as transferee (hereinafter referred to as the "ASSIGNEE") shall agree that:

- (1) The ASSIGNEE assumes all of the CONTRACTOR's obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Agreement but waives all rights under this Agreement as against the UNIVERSITY, and
- (3) The CONTRACTOR shall continue to furnish, and the ASSIGNEE shall also furnish, all required bonds.

c. Change of name. When the CONTRACTOR requests to change the name in which the CONTRACTOR holds this Agreement with the UNIVERSITY, the DIRECTOR or the DIRECTOR's designee, shall, upon receipt of a document acceptable or satisfactory to the UNIVERSITY indicating such change of name (for example, as amendment to the CONTRACTOR's articles of incorporation), enter into an agreement with the CONTRACTOR to effect such a change of name. The agreement changing the CONTRACTOR's name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed.

d. Reports. All change of name or novation agreements effecting changes of the CONTRACTOR's name or novations hereunder other than by the DIRECTOR or the DIRECTOR's designee shall be reported to the DIRECTOR or the DIRECTOR's designee within THIRTY (30) days of the date that the agreement becomes effective.

e. Actions affecting more than one department. Notwithstanding the provisions of subparagraphs 5a through 5d herein, when the CONTRACTOR holds agreements with more than one department of the UNIVERSITY, the novation or change of name agreements herein authorized shall be processed only through the Office of Procurement and Real Property Management.

6. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR's performance under this Agreement.

7. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR's performance of this Agreement.

8. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the UNIVERSITY, the State of Hawaii, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

9. Modification of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by the CONTRACTOR and the UNIVERSITY, provided that change orders shall be made in accordance with paragraph 10 herein.

10. Change Order.

a. The DIRECTOR, or the DIRECTOR's designee, may, by a written order, signed only by the UNIVERSITY, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Agreement in any one or more of the following:

- (1) Drawings, designs or specifications, if the goods or services, or both, to be furnished are to be specially provided to the UNIVERSITY in accordance therewith;
- (2) Method of delivery; or
- (3) Place of delivery.

b. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Agreement. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Agreement as changed, provided that the DIRECTOR, or the DIRECTOR's designee, promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

c. Time period for claim. Within TEN (10) days after receipt of a written change order under subparagraph 10b, unless the period is extended by the DIRECTOR in writing, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. The requirement for a timely written response cannot be waived and shall be a condition precedent to the assertion of a claim.

d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written notice is not given prior to final payment under this Agreement.

e. Other claims not barred. In the absence of a change order, nothing in this paragraph shall be deemed to restrict the CONTRACTOR's right to pursue a claim under the Agreement or for breach of contract.

11. Price Adjustment.

a. Price adjustment. Any adjustment in Agreement price pursuant to a provision in this Agreement shall be made in one or more of the following ways:

- (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) By unit prices specified in the Agreement or subsequently agreed upon;
- (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
- (4) In such other manner as the parties may mutually agree; or
- (5) In the absence of agreement between the parties, by a unilateral determination by the DIRECTOR of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the UNIVERSITY in accordance with generally accepted accounting principles.

b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments.

12. Suspension of Agreement. The UNIVERSITY reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The DIRECTOR may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Agreement. This order shall be for a specified period not exceeding SIXTY (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Agreement at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the DIRECTOR shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Agreement.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or Agreement price, or both, and the Agreement shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR's cost properly allocable to, the performance of any part of this Agreement; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within THIRTY

(30) days after the end of the period of performance stoppage; provided that, if the DIRECTOR decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in Agreement price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Agreement.

13. Disputes

All disputes arising under or related to this contract shall be resolved in accordance with this clause:

a. A claim by the CONTRACTOR shall be made, in writing, and submitted to the DIRECTOR for a written decision.

b. The DIRECTOR shall make a finding of fact and render a decision within SIXTY (60) days of the request, provided all necessary investigations can be made. The finding and decision shall be written and shall be mailed or otherwise furnished to the CONTRACTOR.

c. If the DIRECTOR cannot decide the claim within SIXTY (60) days, the CONTRACTOR will be notified of the date when the decision will be made. The DIRECTOR's decision shall be final.

14. Claims Based on the DIRECTOR's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the UNIVERSITY's procurement official(s), requiring performance changes within the scope of the Agreement constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Agreement in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(1) Written notice required. The CONTRACTOR shall have given written notice to the DIRECTOR:

(A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;

(B) Within THIRTY (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or

(C) Within such further time as may be allowed by the DIRECTOR in writing.

(2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The DIRECTOR, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the DIRECTOR;

(3) Basis must be explained. The notice required by subparagraph 14a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes

that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the DIRECTOR within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the UNIVERSITY, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or law precluding any UNIVERSITY officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Agreement.

15. Confidentiality of Material.

a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the UNIVERSITY.

b. All information, data, or other material provided by the CONTRACTOR to the UNIVERSITY shall be subject to the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes.

16. Ownership Rights and Copyright. The UNIVERSITY shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement, and all such material shall be considered "works made for hire." All such material shall be delivered to the UNIVERSITY upon expiration or termination of this Agreement. The UNIVERSITY, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement.

17. Publicity. The CONTRACTOR shall not refer to the UNIVERSITY, or any office, agency, or officer thereof, including the DIRECTOR, or to the services provided under this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts to the CONTRACTOR about the Project or this Agreement shall be referred to the DIRECTOR.

18. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Agreement shall be consistent with the following guidelines:

a. Reimbursement for interisland air transportation shall be for actual cost only.

b. Reimbursement for air transportation between Hawaii and out-of-state locations shall not exceed the lesser of actual cost and coach class air fare. In the event travel in a higher class will result in an overall cost savings to the UNIVERSITY, and with prior written approval of the DIRECTOR, fares in excess of coach class may be reimbursed.

c. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

d. Unless prior written approval of the DIRECTOR is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for interisland or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining

coverage.

19. Payment Procedures: Final Payment: Tax Clearance. All payments under this Agreement shall be made only upon submission by CONTRACTOR of invoices specifying the amount due and certifying that (i) services requested under the Agreement have been performed by CONTRACTOR according to the Agreement, or (ii) the goods have been accepted by the UNIVERSITY, or (iii) both. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, Hawaii Revised Statutes. Further, all payments shall be made in accordance with and subject to chapter 40, Hawaii Revised Statutes. Final payment under this Agreement shall be subject to Sections 103-53 and 237-45, Hawaii Revised Statutes, which require a valid tax clearance, FORM A-6, from the State of Hawaii, Department of Taxation, and the Internal Revenue Service (IRS), showing that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the Department of Taxation and under the Internal Revenue Code against the CONTRACTOR have been paid.

20. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the DIRECTOR may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in TEN (10) days or any longer time specified in writing by the DIRECTOR, such officer may terminate the CONTRACTOR's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the DIRECTOR may, if possible, procure similar goods or services, or both, in a manner and upon the terms deemed appropriate by the DIRECTOR. The CONTRACTOR shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services, or both.

b. CONTRACTOR's duties. Notwithstanding termination of the Agreement and subject to any directions from the DIRECTOR, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the UNIVERSITY has an interest.

c. Compensation. Payment for completed services or goods, or both, delivered to and accepted by the UNIVERSITY shall be at the price set forth in the Agreement. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and UNIVERSITY; if the parties fail to agree, the DIRECTOR shall set an amount consistent with the CONTRACTOR's rights under the Agreement. The UNIVERSITY may withhold from amounts due the CONTRACTOR such sums as the DIRECTOR deems to be necessary to protect the UNIVERSITY against loss because of outstanding liens or claims of former lien holders and to reimburse the UNIVERSITY for the excess costs incurred in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the DIRECTOR within FIFTEEN (15) days after the cause of the delay and the failure arises out of [unforeseen] causes such as: acts of God; acts of a public enemy; acts of the UNIVERSITY and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the services or goods, or both, to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Agreement. Upon request of the CONTRACTOR, the DIRECTOR shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the UNIVERSITY under this Agreement. As used in this paragraph, the term 'subcontractor' means subcontractor at any tier.

e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR's right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 20d, 'Excuse for nonperformance or delayed performance,' the rights and obligations of the parties shall, if the Agreement contains a provision providing for termination for convenience of the UNIVERSITY, be the same as if the notice of termination had been issued pursuant to such provision. If, in the foregoing circumstances, this Agreement does not contain a provision providing for termination for convenience of the UNIVERSITY, this Agreement shall be adjusted to compensate for such termination and the Agreement modified accordingly.

f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

21. Termination for Convenience.

a. Termination. The DIRECTOR may, when the interests of the UNIVERSITY so require, terminate this Agreement in whole or in part, for the convenience of the UNIVERSITY. The DIRECTOR shall give written notice of the termination to the CONTRACTOR specifying the part of the Agreement terminated and when termination becomes effective.

b. CONTRACTOR's obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance. The DIRECTOR may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the UNIVERSITY. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The DIRECTOR may require the CONTRACTOR to transfer title and deliver to the UNIVERSITY in the manner and to the extent directed by the DIRECTOR:

- (1) Any completed goods or work product; and
- (2) The partially completed work product, goods, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Agreement.

The CONTRACTOR shall, upon direction of the DIRECTOR, protect and preserve property in the possession of the CONTRACTOR in which the UNIVERSITY has an interest. If the DIRECTOR does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the UNIVERSITY has breached the Agreement by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, bearing on such claim. If the CONTRACTOR fails to file a termination claim within ONE (1) year from the effective date of termination, the DIRECTOR may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 21d(3) below.
- (2) The DIRECTOR and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Agreement price plus settlement costs reduced by payments previously made by the UNIVERSITY, the proceeds of any sales of goods and manufacturing materials under subparagraph 21(c) and the Agreement price of performance not terminated.
- (3) Absent complete agreement under subparagraph 21d(2), the DIRECTOR shall pay CONTRACTOR the following amounts, provided payments agreed to under subparagraph 21d(2) shall not duplicate payments under this subparagraph 21d(3) for the following:
 - (A) Agreement prices for goods or services accepted under the Agreement;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services, or both; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this subparagraph 21b. These costs must not include costs paid in accordance with subparagraph 21d(3)(B);

- D) The reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement of claims and supporting data with respect to the terminated portion of the Agreement and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Agreement. The total sum to be paid the CONTRACTOR under this paragraph shall not exceed the total Agreement price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 21d(2), and the Agreement price of performance not terminated.

22. Federal Funds. If this Agreement is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Agreement to be payable from federal funds, the CONTRACTOR shall be paid only from such federal funds received from the federal government, and shall not be paid from any other funds.

23. 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 this 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.

24. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

25. Waiver. The failure of the UNIVERSITY to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the UNIVERSITY's right to enforce the same in accordance with this Agreement.

26. Antitrust Claims. The UNIVERSITY and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to UNIVERSITY any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the UNIVERSITY under an escalation clause.

27. Minimizing Congestion. The CONTRACTOR shall undertake all necessary precautions to minimize any adverse impact the performance under this Agreement may have on traffic congestion.

28. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 20 (Termination for Default) and fails to cure in the time specified, the CONTRACTOR shall be liable for damages for delay in the amount, if any, set forth in this Agreement per calendar day from the date set for cure until either (i) the UNIVERSITY reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR's delay or nonperformance is excused under paragraph 20d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR shall remain liable for damages caused other than by delay.

29. Liens and Warranties. Goods provided under this Agreement shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in Attachment 1, whichever is greater.

30. Changes in Cost-reimbursement Agreement. If this Agreement is a cost-reimbursement Agreement, the following provisions shall apply:

a. The DIRECTOR may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Agreement in any one or more of the following:

- (1) Description of performance;
- (2) Time of performance (i.e., hours of the day, days of the week, etc.);
- (3) Place of performance of services;
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the UNIVERSITY in accordance with the drawings, designs, or specifications;
- (5) Method of shipment or packing of supplies; or
- (6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance, of any part of the performance under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, the DIRECTOR shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Agreement accordingly.

c. The CONTRACTOR must assert the CONTRACTOR's rights to an adjustment under this provision within THIRTY (30) days of the receipt of the written order. However, if the DIRECTOR decides that the facts justify it, the DIRECTOR may receive and act upon a proposal submitted before final payment under the Agreement.

d. Failure to agree to any adjustment shall be a dispute under paragraph 13. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Agreement as changed.

e. Notwithstanding the terms and conditions of subparagraphs 31a and 31b, the estimated cost of this Agreement and, if this Agreement is incrementally funded, the funds allotted for the performance of this Agreement, shall not be increased or considered to be increased except by specific written modification of the Agreement indicating the new Agreement estimated cost and, if this Agreement is incrementally funded, the new amount allotted to the Agreement.

31. Equal Opportunity and Affirmative Action Certification. The Contractor agrees that the equal opportunity clause which prohibit discrimination on the basis of race, color, religion, sex or national origin and the affirmative action requirements of Executive Order 11246, as amended, and implementing regulations at 41 CFR 60, are incorporated by reference in each non-exempt contract, subcontract, or purchase order which is presently existing or which may be entered into hereafter, between the Contractor and the University of Hawaii. The Contractor agrees to perform the applicable obligations of the equal employment opportunity and affirmative action clauses, as amended, covering nonsegregated facilities (41 CFR 60-1.8), minorities and women (41 CFR 60-1.4), persons with disabilities (41 CFR 60-741.4), and Vietnam era and special disabled veterans (41 CFR 60-250.4). Contractors and construction contractors with 50 or more employees, and contracts of \$50,000 or more, agree to comply with requirements for EEO-1 reports [41 CFR 60-1.7(a)], affirmative action programs [41 CFR 60-1.409(a)], affirmative action program for Vietnam era and special disabled veterans (41 CFR 60-250.5), and affirmative action program for handicapped workers (41 CFR-741.5). The Contractor agrees to indemnify and hold harmless from any claims or demands with regard to the Contractor's compliance with these provisions.

SPECIAL CONDITIONS

**UNIVERSITY OF HAWAI'I
AGREEMENT FOR SERVICES**

This Agreement, effective the 18th day of December, 2008, is entered into between the University of Hawaii (hereinafter "UNIVERSITY"), Storbeck/Pimentel & Associates, Inc., (hereinafter "CONTRACTOR" or "Consultant"), whose business address and taxpayer identification number are as follows: 1111 Corporate Center Drive, Suite 106, Monterey Park, CA 901754, Tax ID #20-8877646

RECITALS

A. The UNIVERSITY is in need of the services described in this Agreement and its attachments.

B. The UNIVERSITY desires to retain and engage the CONTRACTOR to provide the services, and the CONTRACTOR is agreeable to providing said services.

C. Money is available to fund this Agreement pursuant to:

- (1) SW 134089 _____ or
(identify state sources)
- (2) _____ or
(identify federal sources)
- (3) _____
(identify other sources)

in the following amounts: State \$100,000.00 for professional services + 9,000.00 for indirect cost
+ reimbursement for authorized direct costs based on actual receipts

Federal \$ _____

Other \$ _____

D. Pursuant to Section 304A - 103, Hawai'i Revised Statutes (HRS), the UNIVERSITY is authorized to enter into this Agreement.

E. The procurement of services specified herein is subject to the following procedures:

- Competitive sealed bidding/proposals.
- Sole source procurement.
- Emergency procurement.
- Exempt purchase, pursuant to Exemption No. _____ or Section _____, HRS.
- Other: Exempt procurement pursuant to approval of the President.

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the UNIVERSITY and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the UNIVERSITY, provide all the services set forth in Attachment 1, which is hereby made a part of this Agreement.

2. Time of Performance. The services required of the CONTRACTOR under this Agreement shall be performed and completed in good faith in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Agreement.

3. Compensation. The CONTRACTOR shall be compensated for services rendered and costs incurred under this Agreement in accordance with the "Compensation and Payment Schedule" set forth in Attachment 3, which is hereby made a part of this Agreement.

4. Standards of Conduct Declaration. The Standards of Conduct Declaration by CONTRACTOR, set forth in Attachment 4, is hereby made a part of this Agreement.

5. Notices. Any written notices required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the UNIVERSITY at the Office of the Board of Regents at Bachman Hall, Suite 209, 2444 Dole Street, Honolulu, Hawaii 96822, or to the CONTRACTOR at the CONTRACTOR's address as indicated in the Agreement. A notice shall be deemed to have been received by the recipient THREE (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the UNIVERSITY in writing of any change of address.

6. Other Terms and Conditions. The General Conditions and the Special Conditions (if any) set forth in Attachments 5 and 6, respectively, are hereby made a part of this Agreement. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

IN WITNESS WHEREOF, the UNIVERSITY and the CONTRACTOR have executed this Agreement effective as of the date first above written.

UNIVERSITY

By Presley W. Paoli

Its PRESLEY W. PAOLI
Interim Executive Administrator and Secretary of the
Board of Regents

CONTRACTOR

By Alan Lee Swamey (aka Alan Swamey)

Title Partner

*Evidence of authority of the CONTRACTOR's representative to sign this Agreement for the CONTRACTOR must be attached.

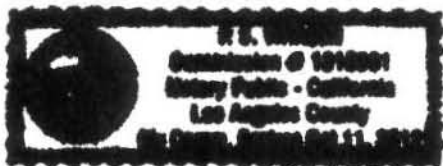
CONTRACTOR'S ACKNOWLEDGMENT

State of CALIFORNIA)
in the County of LOS ANGELES) SS.

On this Twenty-first day of April, 2009, before me personally appeared Sharon Lee Swaney, to me personally known, who being by me duly sworn, did say that ~~he~~/she is the executing Partner of Storbeck/Pimental & Associates, Inc., the CONTRACTOR named in the foregoing instrument, and that ~~he~~/she is authorized to sign said instrument in behalf of the CONTRACTOR, and acknowledges that ~~he~~/she executed said instrument as the free act and deed of the CONTRACTOR.

Notary Public, Commission #1816991

My commission expires: October 11, 2012



NOTARY CERTIFICATION

Doc. Date: 4-15-09 # Pages: 22

Notary Name: P. S. Wrazen Circuit

Doc. Description UNIVERSITY of Hawaii's

AGREEMENT FOR SERVICES

P. S. Wrazen 4-21-09
Notary Signature Date

SCOPE OF SERVICES

1. General Description of the services required from the CONTRACTOR.

The Board of Regents ("Board") intends to appoint a president of the University system effective August 1, 2009. The Board has established the Advisory Presidential Selection Committee ("Committee") to lead this effort. The Board and the Committee seek the advice and services of an executive-level search firm ("CONTRACTOR" or "Consultant") to assist them throughout the search, selection, and appointment process.

As more specifically described in the following sections, the Consultant will work with the Committee to: (1) prepare, organize and initiate the search process, (2) place national advertisements as necessary, (3) assist with the development of a "scoping document" to guide the recruitment efforts, (4) develop the applicant pool through active recruitment and follow-up on nominations and applications, (5) conduct background and other reference checks of the candidates, (6) assist with the travel arrangements and preparation of materials for the Committee and Board to use to evaluate and interview the candidates, (7) assist with the maintenance of both a public and confidential data base of information to support the search, (8) help the Committee identify a list of semi-finalists and a list of final candidates, and (9) assist and advise the Board during the final selection process that culminates in an appointment agreement with the new president.

2. Organization of Scope of Services into Phases.

The services to be performed by the CONTRACTOR are organized into the following phases. In general, the CONTRACTOR must provide written or oral reports to the Committee as requested by the Committee. Where a specific contract deliverable is anticipated in the performance of this Agreement, that deliverable is specified in brackets "[]" following the tasks.

A. Phase I: Preparing, Organizing, and Initiating the Search Process.

CONTRACTOR will advise the Committee about current and best practices used to search and select university presidents, identify and recommend active recruiting strategies to develop the applicant pool, and propose a preliminary timetable. CONTRACTOR shall also participate at Committee meetings (on an as-needed basis), outline a recruitment strategy, including use of ads, websites, and a public awareness program, deliver a proposed timetable, and provide data and analysis to the Committee regarding comparable searches, market conditions, and the market position of the University.

CONTRACTOR will review University literature, such as budget documents and strategic plans, to understand the historical context for this search and to develop themes and focus for the Committee.

CONTRACTOR will meet with appropriate individuals and groups including University senior executives, the Committee, student organizations, University union representatives, faculty bodies, campus communities, and other constituent groups as specified by the Committee (hereafter collectively the "Listening meetings."). CONTRACTOR will also participate in and act as the reporter for the Listening meetings and deliver periodic reports to the Committee regarding the feedback received from these Listening meetings.

CONTRACTOR will assist with the development of a "profile and credential" document that will guide the search and selection efforts by clarifying the vision of the University and the expectations for the next president, including the skills, qualities, and experiences desired in the president. CONTRACTOR shall provide input to the Committee on the University's issues, challenges, and opportunities, and describe the desired credentials for the University president.

CONTRACTOR will help initiate the public phase of the search process. CONTRACTOR shall make arrangements to place ads in national publications as requested by the Committee, review and suggest content and format for a publicly available web page on the search, and advise on a public awareness campaign.

Summary of Deliverables:

- A. Recruitment strategy outline. Provide a recruitment strategy outline containing recommended strategies to develop the applicant pool, including use of ads, websites, and a public awareness program and a written analysis regarding comparable searches, market conditions, and the market position of the University.
- B. Listening meeting analysis. Submit a compilation and analysis of the comments and input received during the Listening meetings, together with the minutes of all the Listening meetings.
- C. Profile and credential document. Help with the development of a "profile and credential" document that will guide the search and selection efforts by clarifying the vision of the University and the expectations for the next president, including the skills, qualities, and experiences desired in the president and at least a summary of the more significant issues and challenges faced by the University, along with any noteworthy opportunities now or expected to become available to the University.
- D. Timetable. Prepare a proposed timetable for completing the tasks in this Phase 1.
- E. Publication. Acceptable evidence that the presidential search ads have been published, the public awareness program is well under way, and the presidential search webpage is up and operational.

B. Phase II: Recruiting Candidates and Developing the Applicant Pool, Maintaining the Information to Support the Search, and Helping the Committee Identify Semi-finalists

CONTRACTOR will be the central point of contact to receive, acknowledge and maintain applications or nominations for the position. CONTRACTOR will assist the Committee in identifying the applicants and/or nominees that meet the minimum qualifications. At a minimum, this should include the validation of all candidates' stated credentials (i.e., curriculum vitae, etc.) and information on the candidate's effectiveness in previous positions.

CONTRACTOR will ensure that the applications and nominations submitted are complete and available to the Committee in compliance with published application process requirements.

CONTRACTOR will encourage and actively recruit the highest caliber of applicants, actively manage the information in support of the search, prepare background materials, as needed, on these candidates for the Committee's review, and assist the Committee in identifying a list of 8-10 semi-finalists.

CONTRACTOR shall also provide periodic status reports to the Committee on the recruiting efforts and the applicant pool.

CONTRACTOR will also provide support and information to potential candidates to ensure continued interest in the position. CONTRACTOR will develop, maintain, and update a confidential, proprietary data base on interested candidates, including a secured web portal for the Committee's use.

CONTRACTOR will be the central point of contact for candidates and keep the candidates informed of their status. CONTRACTOR will also prepare and deliver, as appropriate and instructed by the Committee, correspondence with nominees and candidates.

CONTRACTOR will assist the Committee and the University in evaluating candidates and narrowing the pool of applicants and nominees to confidential list of 8-10 semi-finalists. This effort includes arranging and participating in interviews, if feasible, with the preliminary list of candidates, assisting with the logistics of videoconference or "off-site" interviews, and developing suggested questions and rating sheets for the Committee (including developing a Candidate Evaluation Form), and preparing materials for the Committee's use.

Summary of Deliverables:

- A. Confidential master list. Provide a confidential master list of all applicants, recruited candidates, and nominees.
- B. Confidential initial interview list. Provide a confidential master list and background documentation of qualified individuals as possible candidates for videoconference or "off-site" interviews and supplementing this master list with a more in-depth verbal presentation of these candidates to the Committee.
- C. Logistics plan. Provide assistance with, and produce a spreadsheet showing the arrangements and logistics of videoconference interviews or their equivalents, as determined by the University and/or the Committee, including the preparation of a master calendar noting the dates and times of all interviews or their equivalents.
- D. Evaluation criteria and forms. Develop and submit a Candidate Evaluation Form (and other documents as needed) containing questions and evaluation criteria for the review of individual candidates.
- E. Compile reference feedback. Compile, summarize, and furnish information obtained from directed references on each preliminary candidate interviewed by the Committee. The disclosure of any information obtained from a reference should be done in a manner, unless otherwise instructed by the Committee or the Board, that: (1) helps preserve the confidential nature of such information and (2) does not specifically attribute the information to a particular reference.
- F. Develop Confidential "Semi-Finalist" list. After obtaining input and direction from the Committee, assemble the Confidential List of Semi-finalists for the Committee's review, use, and evaluation.
- G. Initiate Preliminary Background Investigation. Initiate a preliminary background investigation on each of the Semi-finalists and prepare and submit to the Committee an investigation report containing CONTRACTOR's findings, analysis, and conclusions ("Preliminary background investigation report").
- H. Develop Semi-Finalist Interview Schedule. Assist with establishing an interview schedule for each individual Semi-Finalist, including date, time, and place for each interview ("Semi-Finalist Interview Schedule").
- I. Update Timetable. Prepare a proposed timetable for completing the tasks in this Phase II.

C. Phase III: Coordinating and Supporting First Round of Interviews with Semi-Finalists, Continuing with Due Diligence Investigation and Reference Checking, Develop List of Final Candidates.

From the list of semi-finalists identified at the conclusion of the preceding Phase II, CONTRACTOR will help the Committee coordinate and providing logistical support in arranging and conducting confidential personal interviews with the Semi-Finalists. CONTRACTOR will also assist in coordinating travel and interview schedules, and providing assistance, as needed, with the interviews of each of the semi-finalists. CONTRACTOR will continue background checking for viable candidates. CONTRACTOR will assist the Committee narrow the field of candidates to a list of Finalists.

Summary of Deliverables

- A. Timetable. Prepare a proposed timetable for completing the tasks in this Phase III.

- B. Master calendar. Update the master calendar noting all of the events involving the Semi-Finalists and Finalists, including all of the interviews and meetings contained in the Semi-Finalist Interview Schedule and the Finalist Interview Schedule (as defined below).
- C. Assist with the confidential interviews of Semi-Finalists. As directed, Contractor shall assist with the arrangements and logistics for the confidential interviews of the 8-10 semi-finalists at such times and locations requested by the Committee.
- D. Compile reference feedback. Compile, summarize, and furnish information obtained from directed and non-directed references on each of the Semi-Finalists interviewed by the Committee. The disclosure of any information obtained from a reference should be done in a manner, unless otherwise instructed by the Committee or the Board, that: (1) helps preserve the confidential nature of such information and (2) does not specifically attribute a particular reference.
- E. Assist Committee Develop List of Finalists. CONTRACTOR shall assist the Committee develop a list of final candidates by continuing to conduct reference checks and by developing information about the candidates as may be requested by the Committee.

D. Phase IV: Assist and Coordinate on-Campus Tours and Interviews for Finalists. Continuing Due Diligence Background Checks, and Supporting Committee in preparing report to the Board of Regents at conclusion of Campus Tours and Interviews.

CONTRACTOR will continue to assist the Committee evaluate the Finalists. CONTRACTOR will assist with the scheduling and arrangement for on-campus interviews and visits by the Finalists.

Following the on-campus interviews and visits, CONTRACTOR will help the Committee prepare a Committee's report to the Board and will submit a draft report for the Committee's consideration. CONTRACTOR shall finalize this report upon receiving feedback, input, and comments from the Committee.

CONTRACTOR shall continue to perform background and reference checks as appropriate on all candidates remaining under consideration. CONTRACTOR will also provide periodic update reports to the Committee.

Summary of Deliverables:

- A. Supplemental background investigation report. Initiate a supplemental background investigation on each of the Finalists and prepare and submit to the Committee an investigation report containing CONTRACTOR's findings, analysis, and conclusions ("Supplemental background investigation report").
- B. Scheduling Campus Interviews for Finalists. Contractor shall assist Committee with establishing an interview schedule for each individual Finalist, including date, time, and place of all interviews ("Finalist Interview Schedule"). Provide assistance with the arrangements and logistics for the on-campus interviews and visits for the Finalists as determined by the University and/or the Committee.
- C. Assist with Preparation of Committee's report to the Board. Prepare and submit to the Committee a draft of the Committee's report to the Board on the Finalists and thereafter finalize the report upon receiving feedback, input, and comments from the Committee, containing: (1) a Supplemental background investigation report on each of the Finalists, (2) a summary of the interview results and process for each of the Finalists, and (3) CONTRACTOR's analysis, conclusions, and recommendations regarding each of the Finalists.

E. Phase V: Advising the Board of Regents, Concluding the Search, Issuing Final Report

CONTRACTOR shall provide assistance, as needed and requested by the Board or the Committee, to assist the Board with: (1) the final selection of a candidate for the position of University president and (2) negotiating a contract appointing the president. CONTRACTOR, as and to the extent requested by the Board, shall prepare materials and information on any or all of the candidates (including only the Finalists if desired by the Board) for submission to the Board. As may be requested, CONTRACTOR shall also provide the Board with information on major terms and conditions in similar presidential appointment contracts.

Following the execution of the appointment contract, CONTRACTOR shall submit a final report to the Committee and the Board which can be disclosed to the public describing the search process, the tasks performed, and major milestones achieved. This report shall contain recommendations on transition issues as requested by the Board or the Committee. CONTRACTOR shall prepare a draft of this report for review by the Committee and the Board. CONTRACTOR shall finalize this report upon receiving feedback, input, and comments from the Committee and the Board, as appropriate.

Summary of Deliverables:

- A. Market conditions report. Prepare and submit to the Board a report containing market information (including pertinent market conditions) and other background information that CONTRACTOR deems is necessary or helpful in the preparation of appointment documentation relating to the Finalists to be recommended to the Board.
- B. Background investigation report. Initiate and complete a background investigation report more thorough than the preliminary and supplemental background investigation reports on each of the Finalists. Prepare and submit to the Board a report containing CONTRACTOR's findings, analysis, and conclusions ("Background investigation report"). This investigation supporting the Background investigation report will include at least the following: (1) degree and educational qualifications verification, (2) review of credit report, (3) DMV record, (4) criminal/civil litigation history, (5) social security trace, (6) sex offender search and global risk, (7) review of newspaper articles and other media sources, and (8) verification of previous employment. CONTRACTOR may employ the services of FRASCO Profiles, Inc. (a national private investigation firm), the cost of which would be passed directly to the University of Hawaii without an additional charge. (See Attachment 3 for cost.).
- C. President appointment contract. Upon request, CONTRACTOR will recommend contract provisions for an appointment contract based on contracts for presidents of universities similarly situated to the University.
- D. Final report. Prepare and submit a draft final report describing the search process, the tasks performed, and major milestones achieved and containing CONTRACTOR's recommendations on transition issues as requested by the Board or the Committee ("Final Report"). Revise and update the draft of the Final Report as and to the extent requested by the Board.

TIME OF PERFORMANCE

The CONTRACTOR shall provide the services set forth herein no later than the following time frame:

Phase I: Preparing, Organizing, and Initiating the Search Process.

Deliverable Indicating Completion of Phase I: Publication of Ads, and Creation of Presidential Search Webpage.

Date of Phase Completion Deliverable: February 11, 2009

Phase II: Recruiting and Developing the Applicant Pool, Maintaining the Information to Support the Search, and Assisting the Committee Identify Semi-Finalist

Deliverables Indicating Completion of Phase II: Completion of: (1) the confidential "Semi-Finalist" list, (2) the Preliminary Background Investigation Report, and (3) the confirmed Semi-Finalist Interview Schedule.

Date of Phase Completion Deliverable: April 2, 2009

Phase III: Coordinating First Round of Interviews with Semi-finalists; Identifying Finalists

Deliverable Indicating Completion of Phase III: Development of list of final candidates for campus interviews.

Date of Phase Completion Deliverable: April 20, 2009

Phase IV: Coordinating Second Round of Interviews with Finalists, and submitting Report to Board of Regents

Deliverable Indicating Completion of Phase IV: Submission of Committee's Report to the Board of Regents following campus interviews with the Finalists and the submission of the reference feedback, the Supplemental background investigation report, and the CONTRACTOR's report to the Committee.

Date of Phase Completion: May 29, 2009

Phase V: Advising Board of Regents regarding Final Candidates, Issuing Final Report, Concluding the Search and Appointment Process.

Deliverables Indicating Completion of Phase IV: (1) Appointment of the President and execution of Appointment Agreement with the President and (2) Submission of the CONTRACTOR's final report.

Date of Phase Completion Deliverable: July 31, 2009

COMPENSATION AND PAYMENT SCHEDULE

Compensation for services performed and expenses incurred are organized into three categories as follows: (a) professional fee, (b) reimbursement for indirect administrative support; and (c) reimbursement for direct and actual expenses related to the performance of this Agreement, subject to applicable limitations, as set forth.

A. Professional Fee

The UNIVERSITY agrees to compensate CONTRACTOR for providing the services hereunder a **professional fee**, including all applicable taxes, not to exceed One Hundred Thousand Dollars (\$100,000.00).

This payment is to be made in the amounts and upon the dates as follows:

- a. Upon University acceptance of Phase I completion deliverable \$25,000.00
- b. Upon University acceptance of Phase II completion deliverable \$25,000.00
- c. Upon University acceptance of Phase III completion deliverable \$15,000.00
- d. Upon University acceptance of Phase IV completion deliverable..... \$15,000.00
- e. Upon University acceptance of Phase V completion deliverable\$20,000.00

These payments are conditioned upon receipt from CONTRACTOR of an original invoice requesting payment, and receipt by the UNIVERSITY of a valid state tax clearance. A valid tax clearance is required prior to execution of this Agreement and initial payment. A second valid tax clearance is required prior to final payment.

B. Indirect Administrative Support

The UNIVERSITY also agrees to pay CONTRACTOR for **indirect administrative and support expenses** such as postage, communication charges, photocopying, and research, an amount calculated at 9 percent (\$9,000.00) of CONTRACTOR's professional fee (\$100,000.00). This indirect expense shall be prorated, calculated, and included as part of the periodic invoices for CONTRACTOR's professional fee.

C. Direct and Actual Expenses related to the Performance of Services

The UNIVERSITY shall reimburse CONTRACTOR for actual, direct expenses, incurred on the UNIVERSITY's behalf in the performance of the services herein. Direct expenses such as travel, advertising, and video conferencing shall be reimbursed on an actual cost basis, with the understanding that all travel expenses to and from Hawai'i and to and from and within the mainland to interact with the UNIVERSITY, seek candidates and/or for candidate travel shall be subject to the UNIVERSITY's applicable guidelines (as referenced herein) and the UNIVERSITY's prior written approval.

Additional expenses, such as cellular phone, advertising, professional printing services for extensive report production (including meeting packets, candidate material binders provided to the Committee, and reference reports) express mail and FRASCO background investigations (conducted on finalists only) will be billed separately. The cost of FRASCO background investigations is commensurate with the results of each candidate's report (estimated between \$600 and \$2,000.) All expenses are fully reimbursable, billed at cost (including taxes), and pro-rated whenever possible. CONTRACTOR agrees to work with the Committee to develop a budget, contain costs, and conduct the assignment in the most cost effective manner without compromising the quality of or thoroughness in all search related materials.

CONTRACTOR agrees to comply and follow all State and UNIVERSITY guidelines as they pertain to reimbursable expenses as part of this Agreement.

NOTE: Any reimbursement due CONTRACTOR or candidates for per diem, if applicable, and transportation expenses under this Agreement shall be consistent with the guidelines stated in Attachment 5, University of Hawai'i General Conditions for Agreements for Services, Item 13, Cost and Expenses., as further clarified by Special Condition 6.4.

CONTRACTOR shall invoice the UNIVERSITY for reimbursement of these actual, direct expenses, on a monthly basis.

D. Contract Modification Due to Change in Scope of Services

If there is a significant change in the scope of the search or CONTRACTOR's agreed-upon role, the parties will negotiate a modification to this Agreement with adjusted fees.

CONTRACTOR is responsible for proper invoicing to initiate payment.

If the services of CONTRACTOR are terminated by the UNIVERSITY for reason other than default by CONTRACTOR, the UNIVERSITY will be charged only for the pro rata portion of the professional fee plus expenses incurred up to the date which the notice of termination is received by CONTRACTOR. The pro rata portion of the professional fee shall be based upon the number of calendar days which have elapsed during the billing period prior to termination. Payment of the professional fee and expenses by the UNIVERSITY is not contingent upon the hiring of any of the candidates presented by CONTRACTOR.

See Special Condition 6.3 regarding compensation for Replacement Search

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than FIFTY PERCENT (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

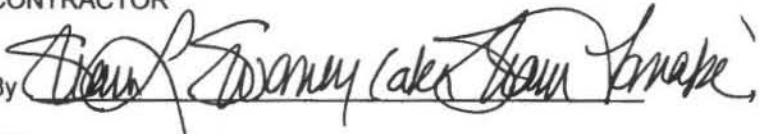
On behalf of Storbeck/Pimentel & Associates,
CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest.*
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a UNIVERSITY employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the UNIVERSITY within the preceding TWO (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past TWELVE (12) months, has been a UNIVERSITY employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past TWELVE (12) months, served as a UNIVERSITY employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the UNIVERSITY if this Agreement was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the UNIVERSITY.

DATED: April 21, 2009.

CONTRACTOR

By 

Title Partner

* Reminder to UNIVERSITY PROGRAM: If "is" is circled, YOUR PROGRAM is required, under Section 84-15, Hawai'i Revised Statutes, to file with the State Ethics Commission, TEN (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

UNIVERSITY OF HAWAII
GENERAL CONDITIONS FOR
AGREEMENTS FOR SERVICES

1. Coordination of Services by the UNIVERSITY. The UNIVERSITY shall coordinate the services to be provided by the CONTRACTOR in order to complete the Project. The CONTRACTOR shall maintain communications with the UNIVERSITY at all stages of the CONTRACTOR's work, and submit to the UNIVERSITY for resolution, any questions which may arise as to the performance of this Agreement.

2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

a. In the performance of services, or delivery of goods, or both, required under this Agreement, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, the UNIVERSITY shall have a general right to inspect work in progress to determine whether, in the UNIVERSITY's opinion, the services are being performed or the goods are being provided, or both, by the CONTRACTOR in compliance with this Agreement. It is understood that the UNIVERSITY does not agree to use the CONTRACTOR exclusively, except for specific assignments, and that the CONTRACTOR is free to contract, to provide services, or goods, or both to other individuals or entities while under contract with the UNIVERSITY.

b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Agreement, agents or employees of the UNIVERSITY for any purpose, and the CONTRACTOR, and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the UNIVERSITY any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to UNIVERSITY employees.

c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.

d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.

e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9, Hawaii Revised Statutes, and shall comply with all requirements thereof. The CONTRACTOR shall be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under Sections 103-53 and 237-45, Hawaii Revised Statutes, and paragraph 14 of these General Conditions, including but not limited to, obtaining a general excise tax license.

f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Agreement.

b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Subcontracts and Assignments.

a. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of the UNIVERSITY. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved by the Vice President for Administration of the University of Hawai'i, as provided in Section 40-58, Hawai'i Revised Statutes.

b. Recognition of a successor in interest. When in the best interest of the UNIVERSITY, a successor in interest may be recognized in an assignment agreement which the UNIVERSITY, the CONTRACTOR, and the assignee as transferee (hereinafter referred to as the "ASSIGNEE") shall agree that:

- (1) The ASSIGNEE assumes all of the CONTRACTOR's obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Agreement but waives all rights under this Agreement as against the UNIVERSITY, and
- (3) The CONTRACTOR shall continue to furnish, and the ASSIGNEE shall also furnish, all required bonds.

c. Change of name. When the CONTRACTOR requests to change the name in which the CONTRACTOR holds this Agreement with the UNIVERSITY, the UNIVERSITY shall, upon receipt of a document acceptable or satisfactory to the UNIVERSITY indicating such change of name (for example, as amendment to the CONTRACTOR's articles of incorporation), enter into an agreement with the CONTRACTOR to effect such a change of name. The agreement changing the CONTRACTOR's name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed.

d. Reports. All change of name or novation agreements effecting changes of the CONTRACTOR's name or novations hereunder other than by the UNIVERSITY shall be reported to the UNIVERSITY within THIRTY (30) days of the date that the agreement becomes effective.

e. Actions affecting more than one department. Notwithstanding the provisions of subparagraphs 5a through 5d herein, when the CONTRACTOR holds agreements with more than one department of the UNIVERSITY, the novation or change of name agreements herein authorized shall be processed only through the Office of Procurement, Real Property and Risk Management.

6. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR's performance under this Agreement.

7. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR's performance of this Agreement.

8. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the UNIVERSITY, the State of Hawai'i, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

9. Modification of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made only by written amendment to this Agreement, signed by the CONTRACTOR and the UNIVERSITY.

10. Confidentiality of Material.

a. All material given or made available to the CONTRACTOR, as well as all proceedings, deliberations, and any and all matters pertaining to this Agreement and the services rendered hereunder, shall be kept confidential by the CONTRACTOR and, unless required by law, shall not be disclosed to any individual or organization without the prior written approval of the UNIVERSITY.

b. All information, data, or other material provided by the CONTRACTOR to the UNIVERSITY shall be subject to the Uniform Information Practices Act, chapter 92F, Hawai'i Revised Statutes.

11. Ownership Rights. The UNIVERSITY shall have complete ownership of all reports, plans, evaluations, applications, resume data, and related material, both finished and unfinished, which are received, developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement. All such material shall be provided to the UNIVERSITY upon request and/or upon expiration or termination of this Agreement.

12. Publicity. The CONTRACTOR shall not refer to the UNIVERSITY, or any office, agency, or officer thereof, or to the services provided under this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts to the CONTRACTOR about the Project or this Agreement shall be referred to the UNIVERSITY.

13. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Agreement shall be consistent with the following guidelines:

a. Reimbursement for inter-island air transportation shall be for actual cost only.

b. Reimbursement for air transportation between Hawaii and out-of-state locations shall not exceed the lesser of actual cost and coach class air fare. In the event travel in a higher class will result in an overall cost savings to the UNIVERSITY, and with prior written approval of the UNIVERSITY, fares in excess of coach class may be reimbursed.

c. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

d. Unless prior written approval of the UNIVERSITY is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

14. Payment Procedures; Final Payment; Tax Clearance. All payments under this Agreement shall be made only upon submission by CONTRACTOR of invoices specifying the amount due and certifying that (i) services requested under the Agreement have been performed by CONTRACTOR according to the Agreement, or (ii) the goods have been accepted by the UNIVERSITY, or (iii) both. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, Hawai'i Revised Statutes. Further, all payments shall be made in accordance with and subject to chapter 40, Hawai'i Revised Statutes. Final payment under this Agreement shall be subject to Sections 103-53 and 237-45, Hawai'i Revised Statutes, which require a valid tax clearance, FORM A-6, from the State of Hawai'i, Department of Taxation, and the Internal Revenue Service (IRS), showing that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the Department of Taxation and under the Internal Revenue Code against the CONTRACTOR have been paid.

15. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the UNIVERSITY may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in TEN (10) days or any longer time specified in writing by the UNIVERSITY, the UNIVERSITY may terminate the CONTRACTOR's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination, the UNIVERSITY may, if possible, procure similar goods or services, or both, in a manner and upon the terms deemed appropriate by the UNIVERSITY.

b. CONTRACTOR's duties. Notwithstanding termination of the Agreement and subject to any directions from the UNIVERSITY, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the UNIVERSITY has an interest.

c. Compensation. Payment for completed services or goods, or both, delivered to and accepted by the UNIVERSITY shall be at the price set forth in the Agreement. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and UNIVERSITY. The UNIVERSITY may withhold from amounts due the CONTRACTOR such sums as the UNIVERSITY deems to be necessary to protect the UNIVERSITY against loss because of outstanding liens or claims of former lien holders and to reimburse the UNIVERSITY for the excess costs incurred in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the UNIVERSITY within FIFTEEN (15) days after the cause of the delay and the failure arises out of unforeseen causes such as: acts of God; acts of a public enemy; acts of the UNIVERSITY and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the services or goods, or both, to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Agreement. Upon request of the CONTRACTOR, the UNIVERSITY shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the UNIVERSITY under this Agreement. As used in this paragraph, the term 'subcontractor' means subcontractor at any tier.

e. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

16. Termination for Convenience.

a. Termination. The UNIVERSITY may, when the interests of the UNIVERSITY so require, terminate this Agreement for the convenience of the UNIVERSITY. The UNIVERSITY shall give written notice of the termination to the CONTRACTOR specifying when termination becomes effective.

b. CONTRACTOR's obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance. The UNIVERSITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the UNIVERSITY.

c. Right to goods and work product. The UNIVERSITY may require the CONTRACTOR to transfer title and deliver to the UNIVERSITY in the manner and to the extent directed by the UNIVERSITY:

- (1) Any completed goods or work product; and
- (2) The partially completed work product, goods, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Agreement.

The CONTRACTOR shall, upon direction of the UNIVERSITY, protect and preserve property in the possession of the CONTRACTOR in which the UNIVERSITY has an interest. If the UNIVERSITY does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the UNIVERSITY has breached the Agreement by exercise of the termination for convenience provision.

d. Compensation. The CONTRACTOR shall be entitled to the payment of fees and expenses pursuant to the termination of services as provided in Attachment 3, Compensation and Payment Schedule.

17. Federal Funds. If this Agreement is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Agreement to be payable from federal funds, the CONTRACTOR shall be paid only from such federal funds received from the federal government, and shall not be paid from any other funds.

18. 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 this Agreement, shall be governed by the laws of the State of Hawai'i. 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.

19. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

21. Waiver. The failure of the UNIVERSITY to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the UNIVERSITY's right to enforce the same in accordance with this Agreement.

22. Antitrust Claims. The UNIVERSITY and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to UNIVERSITY any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the UNIVERSITY under an escalation clause.

SPECIAL CONDITIONS

6.1 Recruitment of University Employees

CONTRACTOR shall not recruit at a later date any individual employed as President, University of Hawai'i, which it had presented as a candidate for the position. Moreover, CONTRACTOR shall not recruit other executive level employees of the UNIVERSITY for a period of one year after the completion of services under this Agreement, except in cases where the UNIVERSITY would cease to exist, where the UNIVERSITY authorizes an exception, where the UNIVERSITY has been found in a legal proceeding to have breached the Agreement, and where executive level employees of the UNIVERSITY, with the UNIVERSITY's knowledge, are seeking other employment opportunities or were in the process of being hired prior to the commencement of services under the Agreement.

6.2 Competitive Searches

During this Agreement, CONTRACTOR shall not work on any other search which would be considered competitive to the services being performed for the UNIVERSITY, without the prior written approval of the UNIVERSITY.

6.3 Replacement Search

If a candidate placed by CONTRACTOR and appointed as president by the UNIVERSITY leaves the UNIVERSITY employment within twelve months of the commencement date of the appointment, or if neither of the top two Finalists accept the position of UNIVERSITY president and execute an appointment agreement, CONTRACTOR will reinitiate, for expenses (engagement support, and out-of-pocket expenses) only, a search for the vacated president position. A new professional fee will not be charged for this assignment provided: (1) the placement's departure is for cause, or the result of his or her inability to perform the required responsibilities or (2) the placement resigns, unless the focus of the job has changed such that the responsibilities or authority of the position are significantly different than that which was represented at time of hiring. The UNIVERSITY is entitled to only one replacement search. CONTRACTOR shall perform the same services that CONTRACTOR performed for the UNIVERSITY (as described in the Scope of Services herein) as part of the search that resulted in the placement of the candidate who departed or plans to depart the UNIVERSITY.

6.4 Illustration of Reimbursable Expenses

To supplement the expenses reimbursement provisions of Attachment 3, Compensation and Payment Schedule, and Item 13, Cost and Expenses, in Attachment 5, University of Hawaii General Conditions for Agreements for Services, the following guidelines shall be used in processing CONTRACTOR's request for reimbursement of direct expenses. CONTRACTOR shall provide sufficient documentation, such as receipts and third party invoices, as the UNIVERSITY may require to document and verify CONTRACTOR's expenditures.

Travel Guidelines

Airfare	Coach Fare Only
----------------	------------------------

No exceptions will be given for any upgrades. An airline receipt and boarding passes are required for reimbursement. No international travel will be reimbursed.

Spousal travel is not refundable unless specifically approved in advance.

HOTEL, MEALS and Incidentals

Island	Maximum Hotel	Meals & Incidentals (M&IE) (Maximum daily allowance)
Oahu	\$ 177 per night	\$ 106 per day
Maui	\$ 160 per night	\$ 101 per day
Kauai	\$ 198 per night	\$ 109 per day
Hilo	\$ 112 per night	\$ 104 per day
Kona	\$ 180 per night	\$ 104 per day

Hotel:

Maximum hotel allowance includes all taxes and room internet fee.

Absolutely no alcohol reimbursed on hotel receipt.

Room Service is allowed provided an **itemized receipt** for the meal is provided and the amount is within the maximum allowed for daily M&IE.

Hotel parking is reimbursable, as necessary, as a separate expense.

No other room charges will be reimbursed.

Meals & Incidentals:

An **itemized receipt** (no charge card receipts accepted) will need to be provided for all meals. Itemized receipts verify only authorized traveler expenses. **Meal tips are not reimbursable.**

Absolutely no alcohol will be reimbursed.

Only actual expenses will be reimbursed. **ITEMIZED RECEIPT MUST BE PROVIDED.**

Personal (**Incidental**) items will be refunded with an itemized receipt provided items are not disallowed and within the ceiling limit.

Car Rental	Intermediate size car allowed. No upgrades.
Taxi Fare	Fare refundable with receipt. Tips – not refundable

6.5. **Confidentiality in the Performance of this Agreement and the Contract Deliverables**

The parties acknowledge that the UNIVERSITY is considered a state agency for the purposes of compliance with state laws concerning, among other subjects, the protection and disclosure of government records and the conduct of public meetings of the Board under the State's "Sunshine Law." See also, Attachment 5, Item 10 Confidentiality of Material.

The parties wish to clarify their understanding of the purpose and intent of this Agreement so that these public disclosure laws can be appropriately applied in light of the particular services to be rendered under this Agreement. The services rendered by CONTRACTOR will assist the Board recruit, evaluate, select, and negotiate an appointment agreement for the president of the UNIVERSITY system. The parties acknowledge that maintaining the confidentiality of applicant information is essential and critical to developing a robust applicant pool. Confidentiality in personnel recommendations is also essential to obtain accurate, candid, and balanced personal information about the applicants and candidates. Maintaining confidentiality also recognizes the significant privacy interests and expectations of the applicants, candidates, and reference sources for information

relevant to potential public employment. Confidentiality of search and selection information and documents supports the quality of the Committee's deliberative process and decision making. It would frustrate the purpose of a search and selection for an executive level appointment if appropriate levels of confidentiality of records and information were not observed throughout the process.

C120020

UNIVERSITY OF HAWAII
AGREEMENT FOR SERVICES

This Agreement, effective the first day of September, 2011, is entered into between the University of Hawaii (hereinafter "UNIVERSITY"), and Tides Center dba KE2, (hereinafter "CONTRACTOR"), a nonprofit organization,
(Insert "corporation," "partnership," "joint venture," "sole proprietorship," or other legal form of the Contractor.)
under the laws of the State of California, whose business address and taxpayer identification number are as follows: 1915 Hopkins Street, Berkeley, California 94707.

RECITALS

- A. The UNIVERSITY is in need of the services described in this Agreement and its attachments.
- B. The UNIVERSITY desires to retain and engage the CONTRACTOR to provide the services, and the CONTRACTOR is agreeable to providing said services.

C. Money is available to fund this Agreement pursuant to:

- (1) _____ or
(Identify state sources)
- (2) _____ or
(Identify federal sources)
- (3) _____
(Identify other sources)

in the following amounts:

State	\$	<u>142,757.30</u>
Federal	\$	_____
Other	\$	_____

D. Pursuant to Section 304A-103, Hawaii Revised Statutes (HRS), the UNIVERSITY is authorized to enter into this Agreement.

E. The procurement of services specified herein is subject to the following procedures:

- Competitive sealed bidding/proposals.
- Sole source procurement.
- Emergency procurement.
- Exempt purchase, pursuant to approval of the Vice President for Budget and Finance/Chief Financial Officer under APM Section A8.220
- Other: _____

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the UNIVERSITY and the CONTRACTOR agree as follows:

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the UNIVERSITY, provide all the services set forth in Attachment 1, which is hereby made a part of this Agreement.

2. Time of Performance. The services required of the CONTRACTOR under this 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 Agreement.

3. Compensation. The CONTRACTOR shall be compensated for services rendered and costs incurred under this Agreement in a total amount not to exceed ONE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 30/100 DOLLARS (\$ 142,757.30), including taxes, according to the "Compensation and Payment Schedule" set forth in Attachment 3, which is hereby made a part of this Agreement.

4. Standards of Conduct Declaration. The Standards of Conduct Declaration by CONTRACTOR, set forth in Attachment 4, is hereby made a part of this Agreement.

5. Notices. Any written notices required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the UNIVERSITY at the DIRECTOR's office in Honolulu, Hawaii, at 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822, or to the CONTRACTOR at the CONTRACTOR's address as indicated in the Agreement. A notice shall be deemed to have been received by the recipient THREE (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the UNIVERSITY in writing of any change of address.

6. Other Terms and Conditions. The General Conditions and the Special Conditions (if any) set forth in Attachments 5 and 6, respectively, are hereby made a part of this Agreement. The term "DIRECTOR" in the General Conditions shall be understood to refer to the UNIVERSITY's Director of Procurement and Real Property Management. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

IN WITNESS WHEREOF, the UNIVERSITY and the CONTRACTOR have executed this Agreement effective as of the date first above written.

UNIVERSITY



By _____

Its Director of the Office of Procurement
and Real Property Management

Tides Center, Fiscal Sponsor of
KE2

By _____

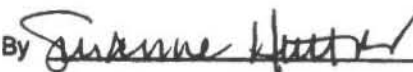


Title _____

FARNAZ GOLSHANI
DIRECTOR OF PROGRAMS AND SERVICES

CONTRACTOR

By _____



Title _____

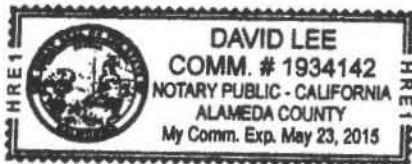
Project Director, KE2
Tides Center

*Evidence of authority of the CONTRACTOR's representative to sign this Agreement for the CONTRACTOR must be attached.

CONTRACTOR'S ACKNOWLEDGMENT

State of CA)
) SS.
County of ALAMEDA)

On this 01 day of SEPTEMBER, 2011, before me personally appeared SUSANNE HUTTNER, to me personally known, who being by me duly sworn, did say that she is the _____ of _____, the CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign said instrument in behalf of the CONTRACTOR, and acknowledges that she executed said instrument as the free act and deed of the CONTRACTOR.



[Signature]
Notary Public, DAVID LEE
My commission expires: 05/23/2015

SCOPE OF SERVICES

1. OVERVIEW

The Contractor shall provide the following services for a 3-phased process relating to innovation and technology advancement at the University of Hawai'i. While the Contractor is to provide a proposal that includes all 3 phases, the Contractor shall obtain permission of the University before continuation of services from Phase 1 to Phase 2 and from Phase 2 to Phase 3. The continuation of services shall not be automatic and shall be at the discretion of the University of Hawai'i.

2. PHASE 1

Phase 1 shall begin upon execution of a contract: Assess, analyze and report on the status of the research and innovation enterprise at the University of Hawai'i with assessment to be completed by no later than September 21, 2011:

- (a) Develop an understanding of the University's vision, its organization and personnel and operations current research and innovation programs and policies;
- (b) Interviews University executives individually or in small focus groups for the purposes of gathering information about, and for assessing, analyzing and reporting on the current status of the University's system wide, e.g., University of Hawai'i at Mānoa, University of Hawai'i at Hilo, and the Community Colleges, research and innovation; and
- (c) Compare, contrast and analyze the University of Hawai'i's research and innovation programs and initiatives to other programs nationally and in the context of emerging and current best practices and in the context of the Report by the University of Hawai'i Innovation Council

Minimum Deliverables to be provided by the CONTRACTOR (Phase 1):

Develop a documents that that describes current University of Hawai'i research and innovation programs and initiatives, compares and contrasts the University's research and innovation programs with other universities and emerging best practices.

Deadline for Phase 1: September 21, 2011

3. PHASE 2

Phase 2 shall begin, as authorized by the University, no earlier than September 2, 2011: In the context of the recommendations of the University of Hawai'i Innovation Council Recommendation and broader strategic considerations develop strategic plans and options designed to position the University to become a national leader in research and innovation with submission of a written strategic plan and options by October 24, 2011;

- (a) Consult with key executives and policy makers within and outside the University in the development of a framework that takes into account their vision of University's role in research and innovation;
- (b) Develop a strategic plan which shall include detailed analyses of other successful research and innovation enterprise operations and for the option or strategic plan developed for the University of Hawai'i specification of action steps necessary to position and enable the University to move from its current state to the proposed strategic outcome;
- (c) Identify what, if any, organizational, policy and operating procedures and functional relationships that may need reconsideration and/or redesign to support accomplishment of strategic plan action steps and provide samples and templates; and

- (d) The plan shall identify and describe roles and responsibilities, strategic outcomes and deliverables, actions plans and timeframe sequencing, and outline of the process plan implementation;

Minimum Deliverables to be provided by the CONTRACTOR (Phase 2):

- A. A written strategic plan in which are identified specific initiatives, action plans and timeframe and implementation plan to attain strategic outcomes; and
- B. The strategic plan shall be the property of the University of Hawai'i who shall retain all publishing rights and disclosure rights and without whose consent no dissemination of information contained in the report shall be allowed without the expressed permission of the University.

Deadline for Phase 2: October 24, 2011

4. PHASE 3

Phase 3 shall begin, as authorized by the University, on or about October 19, 2011: Assist, facilitate and collaborate with the University in the implementation of actions to attain strategic outcomes to be initiated by with significant documented progress in attaining identified strategic outcomes and actions attained by December 1, 2011 and continuing thereafter until the University has determined that its needs have been met, but not to exceed December 31, 2011.

- (a) Phase 3 prior to initiating actions submission of a written plan that will be subject to the University's approval, describing the process that identify the actions, executives, sequencing and timeframe, and methodology to accomplish actions;
- (b) Assist, facilitate, support, and collaborate with University executives in the implementation of identified action plans by advising, by providing written proposals, and templates and engaging in meetings and dialogues with interest groups;
- (c) Assist in the development of a communication strategy and plan for use internally and externally;
- (d) Provide Consultation and Assistance to the Innovation and Technology Advisory Committee and President – Contractor shall provide consultant service to the Innovation and Technology Advancement Advisory Committee and the President through completion of the phase or phases for which consultant services are retained; and
- (e) Submit final report highlighting actions initiated and accomplishments attained.

Minimum Deliverables to be provided by the CONTRACTOR (Phase 3):

- A. Be available to meet, advise, and assist University Executives in meeting with the Board of Regent, and internal and external constituencies to explain and facilitate the implementation of actions;
- B. Submit written report on meetings, attendees, meeting outcome, proposed actions and outcome of actions; and
- C. Submit final report highlighting actions initiated and accomplishments attained.

Deadline for Phase 3: with significant documented progress in attaining identified strategic outcomes and actions attained by December 1, 2011 and continuing thereafter until the University has determined that its needs have been met, but not to exceed December 31, 2011

TIME OF PERFORMANCE

Phase 1: Assess, analyze and report on the status of the research and innovation enterprise at the University of Hawai'i – September 21, 2011

- (a) Consult with key executives and policy makers; and
- (b) Detailed analyses of other successful research and innovation enterprise operations and specification of action step for the University of Hawai'i.

Phase 2: Develop strategic plans and options – October 24, 2011

- (a) Consult with key executives and policy makers on their vision of University's role in research and innovation;
- (b) Analyses of other successful research and innovation enterprise operations and specification of options or plan for the University of Hawai'i;
- (c) Identification of organizational, policy and operating procedures and functional relationships and presentation of proposed strategic plan action steps and provide samples and templates; and
- (d) The submission of a plan in which is identified specific specification of roles and responsibilities; strategic outcomes and deliverables, actions plans and timeframe sequencing, and outline of the process plan implementation.

Phase 3: Assist, facilitate and collaborate with the University in the implementation of actions to attain strategic outcomes – Significant Progress by December 1 and continuing through December 31.

Provide Consultation and Assistance to the Innovation and Technology Advisory Committee and President–Contractor shall provide consultant service to the Innovation and Technology Advancement Advisory Committee and the President through completion of the phase or phases for which consultant services are retained.

COMPENSATION AND PAYMENT SCHEDULE

The Contractor shall be compensated an amount of \$105,250.00 for consulting fee services plus expenses of \$37,507.30 as follows:

a.	Upon Execution of Contract:	\$10,000.00 ⁽¹⁾	1 (consulting fee)
		<u>900.00</u> ⁽²⁾	2 (Administrative and Support Expenses)
		\$10,900.00*	
b.	Upon Completion of Phase 1	\$ 20,000.00 ⁽³⁾	3 (consulting fee)
		4,000.00 ⁽⁴⁾	4 (Travel)
		3,223.00 ⁽⁵⁾	5 (Per Diem)
		<u>2,450.07</u> ⁽⁶⁾	6 (Administrative and Support Expenses)
	Total Amount for Phase 1	\$ 29,673.07*	
c.	Upon Completion of Phase 2	\$ 40,000.00 ⁽⁷⁾	7 (consulting fee)
		4,000.00 ⁽⁸⁾	8 (Travel)
		5,860.00 ⁽⁹⁾	9 (Per Diem)
		<u>4,487.40</u> ⁽¹⁰⁾	10 (Administrative and Support Expenses)
	Total Amount for Phase 2	\$ 54,347.40*	
d.	Upon Completion of Phase 3	\$ 35,250.00	(consulting fee)
		4,000.00	(Travel)
		2,637.00	(Per Diem)
		<u>3,769.83</u>	(Administrative and Support Expenses)
	Total Amount for Phase 3	\$ 45,656.83*	
e.	**Other Direct Expenses	\$ 2,000.00	(Videoconference for vetting draft reports and occasional teleconference or videoconference for other essential consultations)
		<u>180.00</u>	(Administrative and Support Expenses)
	Total Direct Expenses for all Phases	\$ 2,180.00*	

* Including all applicable taxes

** Direct Expenses to be charged to the University throughout the phases and as the teleconference or videoconference services are utilized.

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than FIFTY PERCENT (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges.

On behalf of Tides Center, Fiscal Sponsor of KE2
 CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR ~~is~~ (is not) a legislator or an employee or a business in which a legislator or an employee has a controlling interest. *[Signature]*, Farnaz Golshani Director of Prog & Svcs
2. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of the Agreement, if the legislator or employee had been involved in the development or award of the Agreement.
3. CONTRACTOR has not been assisted or represented for a fee or other compensation in the award of this Agreement by a UNIVERSITY employee or, in the case of the Legislature, by a legislator.
4. CONTRACTOR has not been represented or assisted personally on matters related to the Agreement by a person who has been an employee of the UNIVERSITY within the preceding TWO (2) years and who participated while in state office or employment on the matter with which the Agreement is directly concerned.
5. CONTRACTOR has not been represented or assisted on matters related to this Agreement, for a fee or other consideration by an individual who, within the past TWELVE (12) months, has been a UNIVERSITY employee, or in the case of the Legislature, a legislator.
6. CONTRACTOR has not been represented or assisted in the award of this Agreement for a fee or other consideration by an individual who, a) within the past TWELVE (12) months, served as a UNIVERSITY employee or in the case of the Legislature, a legislator, and b) participated while an employee or legislator on matters related to this Agreement.

CONTRACTOR understands that the Agreement to which this document is attached is voidable on behalf of the UNIVERSITY if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the UNIVERSITY.

DATED: September 1, 2011

CONTRACTOR

By Suzanne Hutter
 Title Project Director, Tides dba KE2

* Reminder to UNIVERSITY PROGRAM: If "is" is circled, YOUR PROGRAM is required, under Section 84-15, Hawaii Revised Statutes, to file with the State Ethics Commission, TEN (10) days before the Agreement is entered into, a written justification as to why the Agreement was not required to be competitively bid.

UNIVERSITY OF HAWAII
GENERAL CONDITIONS FOR
AGREEMENTS FOR SERVICES

1. Coordination of Services by the UNIVERSITY. The DIRECTOR, or the DIRECTOR's designee, shall coordinate the services to be provided by the CONTRACTOR in order to complete the Project. The CONTRACTOR shall maintain communications with the DIRECTOR, or the DIRECTOR's designee, at all stages of the CONTRACTOR's work, and submit to the DIRECTOR or the DIRECTOR's designee, for resolution, any questions which may arise as to the performance of this Agreement.

2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

a. In the performance of services, or delivery of goods, or both, required under this Agreement, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, the UNIVERSITY shall have a general right to inspect work in progress to determine whether, in the UNIVERSITY's opinion, the services are being performed or the goods are being provided, or both, by the CONTRACTOR in compliance with this Agreement. It is understood that the UNIVERSITY does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract, to provide services, or goods, or both to other individuals or entities while under contract with the UNIVERSITY.

b. The CONTRACTOR and the CONTRACTOR's employees and agents are not by reason of this Agreement, agents or employees of the UNIVERSITY for any purpose, and the CONTRACTOR, and the CONTRACTOR's employees and agents shall not be entitled to claim or receive from the UNIVERSITY any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to UNIVERSITY employees.

c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR's employees or agents in the course of their employment.

d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.

e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with Section 237-9, Hawaii Revised Statutes, and shall comply with all requirements thereof. The CONTRACTOR shall be solely responsible for meeting all requirements necessary to obtain the tax clearance certificates required for execution of the Agreement and for final payment under Sections 103-53 and 237-45, Hawaii Revised Statutes, and paragraph 19 of these General Conditions.

f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3. Personnel Requirements.

a. The CONTRACTOR shall secure, at the CONTRACTOR's own expense, all personnel required to perform this Agreement.

b. The CONTRACTOR shall ensure that the CONTRACTOR's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Subcontracts and Assignments.

a. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR's duties, obligations, or interests under this Agreement without the prior written consent of the UNIVERSITY. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR's right to compensation under this Agreement shall be effective unless and until the assignment is approved by the Senior Vice President for Administration of the University of Hawaii, as provided in Section 40-58, Hawaii Revised Statutes.

b. Recognition of a successor in interest. When in the best interest of the UNIVERSITY, a successor in interest may be recognized in an assignment agreement which the UNIVERSITY, the CONTRACTOR, and the assignee as transferee (hereinafter referred to as the "ASSIGNEE") shall agree that:

- (1) The ASSIGNEE assumes all of the CONTRACTOR's obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Agreement but waives all rights under this Agreement as against the UNIVERSITY, and
- (3) The CONTRACTOR shall continue to furnish, and the ASSIGNEE shall also furnish, all required bonds.

c. Change of name. When the CONTRACTOR requests to change the name in which the CONTRACTOR holds this Agreement with the UNIVERSITY, the DIRECTOR or the DIRECTOR's designee, shall, upon receipt of a document acceptable or satisfactory to the UNIVERSITY indicating such change of name (for example, as amendment to the CONTRACTOR's articles of incorporation), enter into an agreement with the CONTRACTOR to effect such a change of name. The agreement changing the CONTRACTOR's name shall specifically indicate that no other terms and conditions of this Agreement are thereby changed.

d. Reports. All change of name or novation agreements effecting changes of the CONTRACTOR's name or novations hereunder other than by the DIRECTOR or the DIRECTOR's designee shall be reported to the DIRECTOR or the DIRECTOR's designee within THIRTY (30) days of the date that the agreement becomes effective.

e. Actions affecting more than one department. Notwithstanding the provisions of subparagraphs 5a through 5d herein, when the CONTRACTOR holds agreements with more than one department of the UNIVERSITY, the novation or change of name agreements herein authorized shall be processed only through the Office of Procurement and Real Property Management.

6. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR's performance under this Agreement.

7. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR's performance of this Agreement.

8. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the UNIVERSITY, the State of Hawaii, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR's employees, officers, agents, or subcontractors under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

9. Modification of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by the CONTRACTOR and the UNIVERSITY, provided that change orders shall be made in accordance with paragraph 10 herein.

10. Change Order.

a. The DIRECTOR, or the DIRECTOR's designee, may, by a written order, signed only by the UNIVERSITY, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Agreement in any one or more of the following:

- (1) Drawings, designs or specifications, if the goods or services, or both, to be furnished are to be specially provided to the UNIVERSITY in accordance therewith;
- (2) Method of delivery; or
- (3) Place of delivery.

b. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, an adjustment shall be made and the Agreement modified in writing accordingly. Any adjustment in contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Agreement. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Agreement as changed, provided that the DIRECTOR, or the DIRECTOR's designee, promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

c. Time period for claim. Within TEN (10) days after receipt of a written change order under subparagraph 10b, unless the period is extended by the DIRECTOR in writing, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. The requirement for a timely written response cannot be waived and shall be a condition precedent to the assertion of a claim.

d. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written notice is not given prior to final payment under this Agreement.

e. Other claims not barred. In the absence of a change order, nothing in this paragraph shall be deemed to restrict the CONTRACTOR's right to pursue a claim under the Agreement or for breach of contract.

11. Price Adjustment.

a. Price adjustment. Any adjustment in Agreement price pursuant to a provision in this Agreement shall be made in one or more of the following ways:

- (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (2) By unit prices specified in the Agreement or subsequently agreed upon;
- (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Agreement or subsequently agreed upon;
- (4) In such other manner as the parties may mutually agree; or
- (5) In the absence of agreement between the parties, by a unilateral determination by the DIRECTOR of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the UNIVERSITY in accordance with generally accepted accounting principles.

b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments.

12. Suspension of Agreement. The UNIVERSITY reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The DIRECTOR may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Agreement. This order shall be for a specified period not exceeding SIXTY (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Agreement at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the DIRECTOR shall either:

- (1) Cancel the stop performance order; or
- (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Agreement.

b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or Agreement price, or both, and the Agreement shall be modified in writing accordingly, if:

- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR's cost properly allocable to, the performance of any part of this Agreement; and
- (2) The CONTRACTOR asserts a claim for such an adjustment within THIRTY (30) days after the end of the period of performance stoppage; provided that, if the

DIRECTOR decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.

d. Adjustment of price. Any adjustment in Agreement price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Agreement.

13. Disputes

All disputes arising under or related to this contract shall be resolved in accordance with this clause:

a. A claim by the CONTRACTOR shall be made, in writing, and submitted to the DIRECTOR for a written decision.

b. The DIRECTOR shall make a finding of fact and render a decision within SIXTY (60) days of the request, provided all necessary investigations can be made. The finding and decision shall be written and shall be mailed or otherwise furnished to the CONTRACTOR.

c. If the DIRECTOR cannot decide the claim within SIXTY (60) days, the CONTRACTOR will be notified of the date when the decision will be made. The DIRECTOR's decision shall be final.

14. Claims Based on the DIRECTOR's Actions or Omissions.

a. Changes in scope. If any action or omission on the part of the UNIVERSITY's procurement official(s), requiring performance changes within the scope of the Agreement constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Agreement in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall have given written notice to the DIRECTOR:
 - (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
 - (B) Within THIRTY (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
 - (C) Within such further time as may be allowed by the DIRECTOR in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The DIRECTOR, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the DIRECTOR;
- (3) Basis must be explained. The notice required by subparagraph 14a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to

which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the DIRECTOR within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the UNIVERSITY, justifying the claimed additional costs or an extension of time in connection with such changes.

b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or law precluding any UNIVERSITY officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Agreement.

c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Agreement.

15. Confidentiality of Material.

a. All material given to or made available to the CONTRACTOR by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the UNIVERSITY.

b. All information, data, or other material provided by the CONTRACTOR to the UNIVERSITY shall be subject to the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes.

16. Ownership Rights and Copyright. The UNIVERSITY shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement, and all such material shall be considered "works made for hire." All such material shall be delivered to the UNIVERSITY upon expiration or termination of this Agreement. The UNIVERSITY, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Agreement.

17. Publicity. The CONTRACTOR shall not refer to the UNIVERSITY, or any office, agency, or officer thereof, including the DIRECTOR, or to the services provided under this Agreement, in any of the CONTRACTOR's brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts to the CONTRACTOR about the Project or this Agreement shall be referred to the DIRECTOR.

18. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Agreement shall be consistent with the following guidelines:

a. Reimbursement for interisland air transportation shall be for actual cost only.

b. Reimbursement for air transportation between Hawaii and out-of-state locations shall not exceed the lesser of actual cost and coach class air fare. In the event travel in a higher class will result in an overall cost savings to the UNIVERSITY, and with prior written approval of the DIRECTOR, fares in excess of coach class may be reimbursed.

c. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.

d. Unless prior written approval of the DIRECTOR is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for interisland or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

19. Payment Procedures; Final Payment; Tax Clearance. All payments under this Agreement shall be made only upon submission by CONTRACTOR of invoices specifying the amount due and certifying that (i) services requested under the Agreement have been performed by CONTRACTOR according to the Agreement, or (ii) the goods have been accepted by the UNIVERSITY, or (iii) both. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, Hawaii Revised Statutes. Further, all payments shall be made in accordance with and subject to chapter 40, Hawaii Revised Statutes. Final payment under this Agreement shall be subject to Sections 103-53 and 237-45, Hawaii Revised Statutes, which require a valid tax clearance, FORM A-6, from the State of Hawaii, Department of Taxation, and the Internal Revenue Service (IRS), showing that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the Department of Taxation and under the Internal Revenue Code against the CONTRACTOR have been paid.

20. Termination for Default.

a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the DIRECTOR may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in TEN (10) days or any longer time specified in writing by the DIRECTOR, such officer may terminate the CONTRACTOR's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the DIRECTOR may, if possible, procure similar goods or services, or both, in a manner and upon the terms deemed appropriate by the DIRECTOR. The CONTRACTOR shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services, or both.

b. CONTRACTOR's duties. Notwithstanding termination of the Agreement and subject to any directions from the DIRECTOR, the CONTRACTOR shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the CONTRACTOR in which the UNIVERSITY has an interest.

c. Compensation. Payment for completed services or goods, or both, delivered to and accepted by the UNIVERSITY shall be at the price set forth in the Agreement. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and UNIVERSITY; if the parties fail to agree, the DIRECTOR shall set an amount consistent with the CONTRACTOR's rights under the Agreement. The UNIVERSITY may withhold from amounts due the CONTRACTOR such sums as the DIRECTOR deems to be necessary to protect the UNIVERSITY against loss because of outstanding liens or claims of former lien holders and to reimburse the UNIVERSITY for the excess costs incurred in procuring similar goods and services.

d. Excuse for nonperformance or delayed performance. Except with respect to defaults of subcontractors, the CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the DIRECTOR within FIFTEEN (15) days after the cause of the delay and the failure arises out of [unforeseen] causes such as: acts of God; acts of a public enemy; acts of the UNIVERSITY and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the services or goods, or both, to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Agreement. Upon request of the CONTRACTOR, the DIRECTOR shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the UNIVERSITY under this Agreement. As used in this paragraph, the term 'subcontractor' means subcontractor at any tier.

e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR's right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 20d, 'Excuse for nonperformance or delayed performance,' the rights and obligations of the parties shall, if the Agreement contains a provision providing for termination for convenience of the UNIVERSITY, be the same as if the notice of termination had been issued pursuant to such provision. If, in the foregoing circumstances, this Agreement does not contain a provision providing for termination for convenience of the UNIVERSITY, this Agreement shall be adjusted to compensate for such termination and the Agreement modified accordingly.

f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Agreement.

21. Termination for Convenience.

a. Termination. The DIRECTOR may, when the interests of the UNIVERSITY so require, terminate this Agreement in whole or in part, for the convenience of the UNIVERSITY. The DIRECTOR shall give written notice of the termination to the CONTRACTOR specifying the part of the Agreement terminated and when termination becomes effective. The CONTRACTOR may terminate this agreement by providing the UNIVERSITY with TEN (10) days written notice.

b. CONTRACTOR's obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance. The DIRECTOR may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under terminated orders or subcontracts to the UNIVERSITY. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

c. Right to goods and work product. The DIRECTOR may require the CONTRACTOR to transfer title and deliver to the UNIVERSITY in the manner and to the extent directed by the DIRECTOR:

- (1) Any completed goods or work product; and
- (2) The partially completed work product, goods, materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Agreement.

The CONTRACTOR shall, upon direction of the DIRECTOR, protect and preserve property in the possession of the CONTRACTOR in which the UNIVERSITY has an interest. If the DIRECTOR does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the UNIVERSITY has breached the Agreement by exercise of the termination for convenience provision.

d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, bearing on such claim. If the CONTRACTOR fails to file a termination claim within ONE (1) year from the effective date of termination, the DIRECTOR may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 21d(3) below.

- (2) The DIRECTOR and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Agreement price plus settlement costs reduced by payments previously made by the UNIVERSITY, the proceeds of any sales of goods and manufacturing materials under subparagraph 21(c) and the Agreement price of performance not terminated.
- (3) Absent complete agreement under subparagraph 21d(2), the DIRECTOR shall pay CONTRACTOR the following amounts, provided payments agreed to under subparagraph 21d(2) shall not duplicate payments under this subparagraph 21d(3) for the following:
- (A) Agreement prices for goods or services accepted under the Agreement;
 - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services, or both; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
 - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to this subparagraph 21b. These costs must not include costs paid in accordance with subparagraph 21d(3)(B);
 - (D) The reasonable settlement costs of the CONTRACTOR including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement of claims and supporting data with respect to the terminated portion of the Agreement and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Agreement. The total sum to be paid the CONTRACTOR under this paragraph shall not exceed the total Agreement price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 21d(2), and the Agreement price of performance not terminated.

22. Federal Funds. If this Agreement is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Agreement to be payable from federal funds, the CONTRACTOR shall be paid only from such federal funds received from the federal government, and shall not be paid from any other funds.

23. 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 this 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.

24. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

25. Waiver. The failure of the UNIVERSITY to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the UNIVERSITY's right to enforce the same in accordance with this Agreement.

26. Antitrust Claims. The UNIVERSITY and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to UNIVERSITY any and all claims for overcharges as to goods and materials purchased in connection with this Agreement, except as to overcharges which result from violations commencing after the price is established under this Agreement and which are not passed on to the UNIVERSITY under an escalation clause.

27. Minimizing Congestion. The CONTRACTOR shall undertake all necessary precautions to minimize any adverse impact the performance under this Agreement may have on traffic congestion.

28. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 20 (Termination for Default) and fails to cure in the time specified, the CONTRACTOR shall be liable for damages for delay in the amount, if any, set forth in this Agreement per calendar day from the date set for cure until either (i) the UNIVERSITY reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR's delay or nonperformance is excused under paragraph 20d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR shall remain liable for damages caused other than by delay.

29. Liens and Warranties. Goods provided under this Agreement shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in Attachment 1, whichever is greater.

30. Changes in Cost-reimbursement Agreement. If this Agreement is a cost-reimbursement Agreement, the following provisions shall apply:

a. The DIRECTOR may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Agreement in any one or more of the following:

- (1) Description of performance;
- (2) Time of performance (i.e., hours of the day, days of the week, etc.);
- (3) Place of performance of services;
- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the UNIVERSITY in accordance with the drawings, designs, or specifications;
- (5) Method of shipment or packing of supplies; or
- (6) Place of delivery.

b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance, of any part of the performance under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, the DIRECTOR shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Agreement accordingly.

c. The CONTRACTOR must assert the CONTRACTOR's rights to an adjustment under this provision within THIRTY (30) days of the receipt of the written order. However, if the DIRECTOR decides that the

facts justify it, the DIRECTOR may receive and act upon a proposal submitted before final payment under the Agreement.

d. Failure to agree to any adjustment shall be a dispute under paragraph 13. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Agreement as changed.

e. Notwithstanding the terms and conditions of subparagraphs 31a and 31b, the estimated cost of this Agreement and, if this Agreement is incrementally funded, the funds allotted for the performance of this Agreement, shall not be increased or considered to be increased except by specific written modification of the Agreement indicating the new Agreement estimated cost and, if this Agreement is incrementally funded, the new amount allotted to the Agreement.

31. Equal Opportunity and Affirmative Action Certification. The Contractor agrees that the equal opportunity clause which prohibit discrimination on the basis of race, color, religion, sex or national origin and the affirmative action requirements of Executive Order 11246, as amended, and implementing regulations at 41 CFR 60, are incorporated by reference in each non-exempt contract, subcontract, or purchase order which is presently existing or which may be entered into hereafter, between the Contractor and the University of Hawaii. The Contractor agrees to perform the applicable obligations of the equal employment opportunity and affirmative action clauses, as amended, covering nonsegregated facilities (41 CFR 60-1.8), minorities and women (41 CFR 60-1.4), persons with disabilities (41 CFR 60-741.4), and Vietnam era and special disabled veterans (41 CFR 60-250.4). Contractors and construction contractors with 50 or more employees, and contracts of \$50,000 or more, agree to comply with requirements for EEO-1 reports [41 CFR 60-1.7(a)], affirmative action programs [41 CFR 60-1.409(a)], affirmative action program for Vietnam era and special disabled veterans (41 CFR 60-250.5), and affirmative action program for handicapped workers (41 CFR-741.5). The Contractor agrees to indemnify and hold harmless from any claims or demands with regard to the Contractor's compliance with these provisions.



UCSD Extended Studies and Public Programs
 Dean's Office
 (858) 534-3411
 (858) 534-7385 FAX

9500 Gilman Drive - Dept. 01760
 San Diego, CA 92037-0176

**SERVICE AGREEMENT
 SA12-095**

This Service Agreement ("Agreement") is entered into by and between The Regents of the University of California on behalf of the University of California, San Diego, Extension, a division of a public, not-for-profit, educational institution ("UCSDX") and The Research Corporation of the University of Hawaii for the benefit of The University of Hawaii System, a governmental agency of the State of Hawaii ("UH"), whose names and addresses appear on Exhibits 1 and 2 attached hereto and incorporated by reference herein.

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Work.** UCSDX will perform the services set forth on Exhibits 1 and 2 attached hereto and incorporated by reference herein ("Services").
2. **Cost.** As consideration for performance of their Services, UCSDX will be compensated as set forth on Exhibit 1, incorporated by reference herein.
3. **Payment.**
 - 3.1. **Schedule.** UH shall pay UCSDX the compensation on the dates or milestones set forth on Exhibit 1, incorporated by reference herein.
 - 3.2. **Remittance.** Checks to UCSDX are to be made payable to The Regents of the University of California and sent to the address set forth in Exhibit 1.
4. **Term of Agreement.** This Agreement will begin and end on the dates set forth on Exhibit 1.
5. **Contacts.** All inquiries and notices with respect to this Agreement shall be sent to the contacts whose names and related information are set forth on Exhibit 1.
6. **Responsibilities.** Each party shall provide to the other those items listed in Exhibits 1 and 2, if any, in a timely and secure manner so as to allow each party to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations, and policies.
7. **Termination.** Either party may terminate this Agreement upon ninety (90) days' written notice. If the agreement is terminated, either party will either pay for or fulfill any non-cancelable business or financial obligations incurred up to the effective date of termination.
8. **Insurance.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party.
9. **Indemnification.** Each party shall be responsible to the other party, its officers, employees, and agents from and against any and all liability, loss, expense (including attorneys' fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, employees, or agents.
10. **Patent Infringement Indemnification.** Each party shall be responsible to the other party, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement

- agreement arising out of the allegation, that either party's furnishing or supplying parts, goods, components, programs, practices, or methods under this Agreement, or use of such parts, goods, components, programs, practices, or methods supplied under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. Each party shall inform the other party as soon as practicable of the suit or action alleging such infringement. Neither party shall settle such suit or action without the consent of the other party. Each party retains the right to participate in the defense against any such suit or action. Notwithstanding the foregoing, neither party shall have any obligations under this Paragraph 10 with respect to any claims in which the use of the protected matter was required by the other party hereunder.
11. **Limitation of Liability.** Except with regard to its indemnification obligations, neither party will be liable to the other party for any indirect, special, incidental, exemplary, or consequential damages, or costs, including, but not limited to, any lost profits or revenues, even if such party has been advised of the possibility of such damages and regardless of the legal theory under which such damages are sought. Each party disclaims all warranties, express and implied, including warranties of merchantability and fitness for a particular purpose. In no event shall either party's total liability under this agreement exceed the amount obligated or paid for services.
 12. **Ownership of Intellectual Property.** Existing materials, titles, trademarks, recordings, contact lists, graphic images, and other tangible elements associated with information presented in connection with this agreement remain the exclusive property of the party in possession of those elements prior to this agreement. Neither party may copy or make available to third parties the property of the other party without express written consent.
 13. **Use of Names.** California Education Code Section 92000 prohibits use of the University of California, San Diego's name to suggest that UCSD endorses a product or service. UH will not use The University of California's name, or any acronym or graphic representation thereof, including UCSD, without UCSD's prior written approval. Likewise, UCSD will not use the UH name, or any acronym or graphic representation thereof, without UH's prior written approval.
 14. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of either party, either party's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above. The obligation of either party to pay for past or continuing costs is not suspended hereunder.
 15. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile transmission, addressed to the other party at the address set forth on Exhibit 1, or at such other address as such party hereto may hereafter specify in writing to the other party.
 16. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, partnership, franchise, or other form of legal relationship. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
 17. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement.
 18. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
 19. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
 20. **Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.
 21. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach solution within

a period of sixty (60) days, then upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled in accordance with the provisions of the American Arbitration Association ("AAA") Each party shall bear its own costs.

22. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
23. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
24. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein,


shall be given effect, notwithstanding termination or expiration.

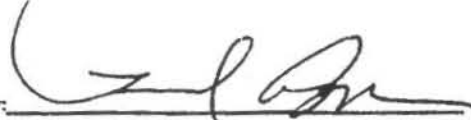
25. **Entire Agreement.** This Agreement, including Exhibits 1 and 2 which terms and conditions are made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the purchase order or similar document shall have no force and effect. Any changes or additions to Sections 1-25, inclusive, of this Agreement are invalid, unless approved in writing by the representatives identified in Exhibit 1.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF THE
UNIVERSITY OF CALIFORNIA, SAN DIEGO EXTENSION

THE RESEARCH CORPORATION OF THE UNIVERSITY
OF HAWAII FOR THE BENEFIT OF THE UNIVERSITY OF
HAWAII SYSTEM

By:  _____

By:  _____

Name: Bruce Dunn

Name: Leonard Ajifu

Title: Associate Dean & Chief Administrative Officer

Title: Director of Finance

Date: February 6, 2012

Date: 2/7/12

EXHIBIT 1

SERVICES SA12-095

UCSD EXTENSION

A Division of the University of California, San Diego Campus
9500 Gilman Dr., Mail Code 01760, La Jolla, CA 92093-01760
Attention: Bruce Dunn
Telephone: 858-534-8506
Fax: 858-534-7385
Email: bdunn@ucsd.edu

UCSD EXTENSION BUSINESS AFFAIRS CONTACT:

9500 Gilman Dr., Mail Code 0176B, La Jolla, CA 92093-0176B
Attention: John Daggett
Telephone: 858-246-0665
Fax: 858-534-7385
Email: jdaggett@ucsd.edu

THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII (RCUH)

2800 Woodlawn Drive, Suite 200, Honolulu, Hawaii 96822
Attention: Leonard Ajifu
Telephone: (808) 988-8320
Fax: (808) 988-8349
Email: laifu@rcuh.com

THE UNIVERSITY OF HAWAII SYSTEM

2444 Dole Street, Honolulu, HI 96822
Attention: James Gaines, Vice President for Research
Telephone: 808-956-7490
Fax: 808-956-8061
Email: gaines@hawaii.edu

THE UNIVERSITY OF HAWAII SYSTEM BILLING/NOTICE CONTACT:

Office of System Administrative Affairs
Attention: Blanche Fountain
Telephone: 808-956-5090
Fax: 808-956-9002

1. SCOPE OF WORK:

The Services will be performed as follows and/or in accordance with the attachment Exhibit 2 hereto and incorporated by reference herein. Any terms and conditions contained in the scope of work that conflict with paragraphs 1 -25 of the Service Agreement are not valid and are of no force and effect.

2. COST: Total not to exceed \$63,638 plus travel and incidental expenses during the period February 15, 2012 and January 31, 2013

3. PAYMENT

3.1 SCHEDULE AND AMOUNT:

- 3.1.1 RCUH will compensate UCSDX for a combination of (1) \$979.00 per day to cover time dedicated to completion of the scope of work, plus (2) any direct

expenses associated with completion of the scope of work (e.g., travel, materials production, hosting of meetings, etc.)

- 3.1.2 UCSDX will invoice RCUH within ten days following the end of each calendar month for time and expenses incurred that month in connection with the scope of work.
- 3.1.3 Payment from UH is due within 30 days of receipt of invoice.

3.2 REMITTANCE:

Checks to UCSDX are to be made payable to The Regents of the University of California and sent to:

University of California, San Diego
Attention: Jennifer Lopez - SA12-095
9500 Gilman Drive Mail Code 0176H
La Jolla, California 92093-0176

- 4. **TERM OF AGREEMENT:** This Agreement will begin on the 15th day of February, 2012 and end on the 31st day of January, 2013.

END OF EXHIBIT 1

For UCSD ESPP Office Use Only SA12-095
Account Name: Dean's Office
Index: EXDNGEN Fund: 20300N Org: 614620
Initials: btd-ll

Exhibit 2

ATTACHMENT TO SA12-095

Scope of Work

The University of San Diego Extension shall make available Dr. Mary Walshok to the University of Hawaii System in assessing and re-engineering the University of Hawaii's system's economic development, and workforce development strategies, and offices. Dr. Walshok will provide the following specific activities and other related activities:

1. Identify and meet with leaders of key functions in the economic development, workforce development, and continuing education activities of the university while cultivating and leveraging those with positive attitudes and creativity to join and collaborate with the University.
2. Define, collect, and evaluate data on the University's research enterprise, potential for economic and workforce development, and associated programs, assess the University's research portfolio, and identify where there are redundancies and complementarities.
3. With leadership from the University of Hawaii System, develop a short-term strategy and implementation plan for limited number of targets of opportunity, vis-à-vis economic development and talent development in the state of Hawaii. These targets should articulate with existing research capabilities and existing or leverage-able offices and programs on the various campuses of the University of Hawaii.
4. Develop a strategy document which is very explicit with regard to initiatives, deliverables, timelines, short- and longer-term metrics and milestones.
5. Identify a strategy for financing these special initiatives which includes private sector support, system support, and fee based revenues.
6. Through work with leadership at the University of Hawaii, participate in personal meetings or in group settings to secure support and commitment to the new initiatives.
7. Develop and assist the President of the University as needed in the articulation of the initiatives, goals, and deliverables, for public presentations, op-ed pieces, or policy forums.
8. Help leadership evaluate progress on the various initiatives utilizing a shared set of metrics.
9. Meet with representatives from the University of Hawaii System in San Diego as required to share data and do collaborative work.
10. Travel to Hawaii two to three times over a six-month period as required to do collaborative work, make presentations, or conduct interviews with key-stakeholders.
11. Plan and collaborate in the scheduling of meeting and/or social events with potential advocates, donors, community leaders, University executives, business and government leaders in Hawaii, the continental United States and internationally.



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**SERVICE AGREEMENT
 SA12-094**

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7. **Termination.** Either party may terminate this Agreement upon ninety (90) days' written notice. If the agreement is terminated, either party will either pay for or fulfill any non-cancelable business or financial obligations incurred up to the effective date of termination.
8. **Insurance.** Each party shall, at its sole cost, insure its activities and indemnification obligations in connection with this Agreement from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, and workers' compensation and such other insurance as may be necessary to provide coverage for its performance under this Agreement. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. The coverage required herein shall not in any way limit the liability of either party.
9. **Indemnification.** Each party shall be responsible to the other party, its officers, employees, and agents from and against any and all liability, loss, expense (including attorneys' fees), and claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, employees, or agents.
10. **Patent Infringement Indemnification.** Each party shall be responsible to the other party, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement

agreement arising out of the allegation, that either party's furnishing or supplying parts, goods, components, programs, practices, or methods under this Agreement, or use of such parts, goods, components, programs, practices, or methods supplied under this Agreement constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. Each party shall inform the other party as soon as practicable of the suit or action alleging such infringement. Neither party shall settle such suit or action without the consent of the other party. Each party retains the right to participate in the defense against any such suit or action. Notwithstanding the foregoing, neither party shall have any obligations under this Paragraph 10 with respect to any claims in which the use of the protected matter was required by the other party hereunder.

11. **Limitation of Liability.** Except with regard to its indemnification obligations, neither party will be liable to the other party for any indirect, special, incidental, exemplary, or consequential damages, or costs, including, but not limited to, any lost profits or revenues, even if such party has been advised of the possibility of such damages and regardless of the legal theory under which such damages are sought. Each party disclaims all warranties, express and implied, including warranties of merchantability and fitness for a particular purpose. In no event shall either party's total liability under this agreement exceed the amount obligated or paid for services.
12. **Ownership of Intellectual Property.** Existing materials, titles, trademarks, recordings, contact lists, graphic images, and other tangible elements associated with information presented in connection with this agreement remain the exclusive property of the party in possession of those elements prior to this agreement. Neither party may copy or make available to third parties the property of the other party without express written consent.
13. **Use of Names.** California Education Code Section 92000 prohibits use of the University of California, San Diego's name to suggest that UCSD endorses a product or service. UH will not use The University of California's name, or any acronym or graphic representation thereof, including UCSD, without UCSD's prior written approval. Likewise, UCSD will not use the UH name, or any acronym or graphic representation thereof, without UH's prior written approval.
14. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of

either party, either party's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above. The obligation of either party to pay for past or continuing costs is not suspended hereunder.

15. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile transmission, addressed to the other party at the address set forth on Exhibit 1, or at such other address as such party hereto may hereafter specify in writing to the other party.
16. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, partnership, franchise, or other form of legal relationship. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
17. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement.
18. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
19. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
20. **Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.
21. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach solution within

a period of sixty (60) days, then upon notice by either party to the other, all disputes, claims, questions, or disagreements shall be finally settled in accordance with the provisions of the American Arbitration Association ("AAA") Each party shall bear its own costs.

22. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
23. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
24. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein,

shall be given effect, notwithstanding termination or expiration.

25. **Entire Agreement.** This Agreement, including Exhibits 1 and 2 which terms and conditions are made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the purchase order or similar document shall have no force and effect. Any changes or additions to Sections 1-25, inclusive, of this Agreement are invalid, unless approved in writing by the representatives identified in Exhibit 1.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF THE
UNIVERSITY OF CALIFORNIA; SAN DIEGO EXTENSION

THE RESEARCH CORPORATION OF THE UNIVERSITY
OF HAWAII FOR THE BENEFIT OF THE UNIVERSITY OF
HAWAII SYSTEM

By:  _____

By:  _____

Name: Bruce Dunn

Name: Leonard Ajifu

Title: Associate Dean & Chief Administrative Officer

Title: Director of Finance

Date: February 6, 2012

Date: 2/7/12

EXHIBIT 1

SERVICES SA12-094

UCSD EXTENSION

A Division of the University of California, San Diego Campus
9500 Gilman Dr., Mail Code 01760, La Jolla, CA 92093-01760
Attention: Bruce Dunn
Telephone: 858-534-8506
Fax: 858-534-7385
Email: bdunn@ucsd.edu

UCSD EXTENSION BUSINESS AFFAIRS CONTACT:

9500 Gilman Dr., Mail Code 0176B, La Jolla, CA 92093-0176B
Attention: John Daggett
Telephone: 858-246-0665
Fax: 858-534-7385
Email: jdaggett@ucsd.edu

THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII (RCUH)

2800 Woodlawn Drive, Suite 200, Honolulu, Hawaii 96822
Attention: Leonard Ajifu
Telephone: (808) 988-8320
Fax: (808) 988-8349
Email: ljifu@rcuh.com

THE UNIVERSITY OF HAWAII SYSTEM

2444 Dole Street, Honolulu, HI 96822
Attention: James Gaines, Vice President for Research
Telephone: 808-956-7490
Fax: 808-956-8061
Email: gaines@hawaii.edu

THE UNIVERSITY OF HAWAII SYSTEM BILLING/NOTICE CONTACT:

Office of System Administrative Affairs
Attention: Blanche Fountain
Telephone: 808-956-5090
Fax: 808-956-9002

1. SCOPE OF WORK:

The Services will be performed as follows and/or in accordance with the attachment Exhibit 2 hereto and incorporated by reference herein. Any terms and conditions contained in the scope of work that conflict with paragraphs 1 -25 of the Service Agreement are not valid and are of no force and effect.

2. COST: Total not to exceed \$23,268 plus travel and incidental expenses during the period February 15, 2012 and January 31, 2013

3. PAYMENT

3.1 SCHEDULE AND AMOUNT:

- 3.1.1 RCUH will compensate UCSDX for a combination of (1) \$357.97 per day to cover time dedicated to completion of the scope of work, plus (2) any direct expenses associated with completion of the scope of work (e.g., travel, materials production, hosting of meetings, etc.)

- 3.1.2 UCSDX will invoice RCUH within ten days following the end of each calendar month for time and expenses incurred that month in connection with the scope of work.
- 3.1.3 Payment from RCUH is due within 30 days of receipt of invoice.

3.2 REMITTANCE:

Checks to UCSDX are to be made payable to The Regents of the University of California and sent to:

University of California, San Diego
Attention: Jennifer Lopez - SA12-094
9500 Gilman Drive Mail Code 0176H
La Jolla, California 92093-0176

4. **TERM OF AGREEMENT:** This Agreement will begin on the 15th day of February, 2012 and end on the 31st day of January, 2013

END OF EXHIBIT 1

For UCSD ESPP Office Use Only SA12-094
Account Name: Dean's Office
Index: EXDNGEN Fund: 20300N Org: 614620
Initials: btd-ll

Exhibit 2

ATTACHMENT TO SA12-094

Scope of Work

The University of San Diego Extension shall make available Mr. Nathan Owens to the University of Hawaii System in assessing and re-engineering the University of Hawaii's system's economic development, and workforce development strategies, and offices. Mr. Owens will provide staff support and assistance to Dr. Mary Walshok in providing the following specific activities and other related activities:

1. Assist and provide staff support in the identification and meet with leaders of key functions in the economic development, workforce development, and continuing education activities of the university while cultivating and leveraging those with positive attitudes and creativity to join and collaborate with the University.
2. Assist and provide staff support in defining, collecting, and evaluating data on the University's research enterprise, potential for economic and workforce development and associated programs, assess the University's research portfolio, and identify where there are redundancies and complementarities.
3. Assist and provide staff support in collaboration with leadership from the University of Hawaii System, to develop a short-term strategy and implementation plan for limited number of targets of opportunity, vis-à-vis economic development and talent development in the state of Hawaii. These targets should articulate with existing research capabilities and existing or leverage-able offices and programs on the various campuses of the University of Hawaii.
4. Assist and provide staff support in the development of a strategy document which is very explicit with regard to initiatives, deliverables, timelines, short- and longer-term metrics and milestones.
5. Assist and provide staff support in the identification of a strategy for financing these special initiatives which includes private sector support, system support, and fee based revenues.
6. Assist and provide staff support in collaboration with leadership at the University of Hawaii, participate in personal meetings or in group settings to secure support and commitment to the new initiatives.
7. Assist and provide staff support in the development and assistance to the President of the University as needed in the articulation of the initiatives, goals, and deliverables, for public presentations, op-ed pieces, or policy forums.
8. Assist and provide staff support to help leadership evaluate progress on the various initiatives utilizing a shared set of metrics.
9. Assist and provide staff support in the scheduling and conduct of meeting with representatives from the University of Hawaii System in San Diego as required to share data and do collaborative work.
10. Travel to Hawaii as required to do collaborative work, make presentations, or conduct interviews with key-stakeholders.

11. Assist and provide staff support in the planning and collaboration in the scheduling of meeting and/or social events with potential advocates, donors, community leaders, University executives, business and government leaders in Hawaii, the continental United States and internationally.



UNIVERSITY OF HAWAII FOUNDATION

MAIL INVOICE IN DUPLICATE TO:
P.O. BOX 11270
HONOLULU, HI 96828-0270
(808) 956-6993 (808) 956-9786 FAX

PURCHASE ORDER NO.

P47269

THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, ETC.

DATE

10/12/12

TO
Association of Governing Boards
of University and Colleges
1133 20th St N W, Suite 300
WASHINGTON, DC 20036

DELIVER TO
President's Office
University of Hawaii
2444 Dole Street, Bachman 202
Honolulu, HI 96822

ATTN:

ATTN:

MRC Greenwood

8089569704

CUSTOMER NO.	DELIVER ON/BEFORE	PRICE LIST/BID NO.
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ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	Consulting services to present, facilitate discussion, and review with the UH Board of Regents its policies and current practices. Cost is for consultant fees of \$15,000 plus travel expense	15,000.00	15,000.00

TOTAL \$	15,000.00
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Calyson Kawamoto

UHF FISCAL OFFICE

VENDOR COPY

October 15, 2012

Dr. M.R.C. Greenwood
President
University of Hawaii System
2444 Dole Street
Bachman 202
Honolulu, HI 96822

Sent via email: mrcgreenwood@hawaii.edu

Copy to: David W. Lonborg, Executive Assistant to the President, dlonborg@hawaii.edu

Dear President Greenwood:

The Association of Governing Boards of Universities and Colleges (AGB) welcomes the opportunity to assist you and the University of Hawaii System. This letter of agreement provides information on how AGB would initiate a board development workshop to strengthen the board's capacity moving forward. AGB prides itself on offering an independent third party view, sharing best practices and the Association's own understanding of institutional governance as it relates to board structure, policies and responsibilities, and overall board and trustee accountability for strategic priorities. We commend your commitment to and recognition of the importance of effective board engagement and we look forward to working with you and your colleagues on this important initiative.

About AGB

AGB is a membership organization serving over 1,250 public and private higher education institutions and 36,000 individual board members, presidents, and senior administrators. Founded over ninety years ago, AGB advances the practice of citizen trusteeship that distinguishes American higher education. By serving as a continuing-education resource to trustees and boards and by contributing to effective working relationships between boards and chief executives, AGB seeks to strengthen the governance of higher education institutions. By providing education to boards, trustees, presidents, and other senior institutional and university system leaders, AGB hopes to enhance institutional oversight and to stimulate cooperation with public-policy makers, government agencies, and private organizations that have a stake in the quality and effective governance of colleges and universities.

President Greenwood
October 15, 2012
Page 2 of 6

AGB works to identify emerging issues of concern to higher education and to promote their visibility by conducting research, developing publications, holding forums for discussion, and by encouraging appropriate member initiatives, whether on individual campuses, in state systems, or across higher education as a whole. Our ultimate goal is to help ensure that higher education remains a strong and vital national asset.

AGB's comprehensive portfolio of services for the boards and chief executives of our member institutions is nationally recognized. The Association has conducted a significant number of consulting projects and board development efforts for our private and public institution members as well as university systems, and affiliated university foundations. AGB consultants are engaged by the Association as independent contractors and represent the best thinking and practices related to institutional and system governance.

AGB also sponsors the Ingram Center for Public Higher Education Trusteeship and Governance. The Center's mission is to strengthen relationships between public higher education and state government leaders by serving as a broker, convener, and provider of technical and consulting services on governance and related matters.

Scope of Work

The letter describes the entire scope of work. Any further engagement on this topic or another topic will be subject to subsequent discussion, negotiation, and agreement.

We are pleased to confirm that AGB Consultant Dr. Terrence MacTaggart, whose resume is enclosed, will work with you, board members, and senior staff to prepare for and lead a workshop for the Board of Regents at a site selected by and at the expense of the University of Hawaii System, to facilitate conversations about the University of Hawaii System's governance and to improve the governance process. Dr. MacTaggart will conduct the workshop for you, regents, and other leaders as appropriate. He will provide three days of consulting, October 17-19, 2012. In preparation for the engagement, Dr. MacTaggart will review relevant materials that you provide concerning current governance policies and practices.

This workshop will offer an opportunity for regents to focus on strategic policy responsibilities, with information gathered from pre-engagement phone calls to inform the agenda. Its goals are to:

- identify board roles and responsibilities;
- examine board-executive relations;
- offer counsel to the board on best practices in governance; and
- clarify mutual governance responsibilities and expectations to help maximize effective governance and executive leadership.

Payment

The cost of this engagement is \$15,000, which includes preparatory work. Travel and accommodations for Dr. MacTaggart are additional and receipts will be mailed by AGB to the System Office for Dr. MacTaggart's reimbursement.

It is our practice to submit an invoice for half of the total estimated fees at the signing of this letter of agreement. Once a signed agreement is received, an invoice in the amount of \$7,500 will be sent to the System Office.

Termination and Limitation of Liability

The University of Hawaii System can terminate this engagement on five days' notice for any reason. In the event of termination, the UH System would be obligated only for professional fees and expenses incurred through the effective date of termination. In addition, AGB and all of our Board Governance Consultants can be counted on for high quality, competent work. If we make a mistake, please call it to our attention, and we will promptly take appropriate remedial action. Beyond correcting any mistake we might make, we cannot be held liable for any consequential damages resulting from our actions or inactions.

AGB's and Dr. MacTaggart's duties and obligations under this agreement extend only to the University of Hawaii and include only the performance of consulting services as provided herein. In no event shall AGB or Dr. MacTaggart have any liability or be responsible for any costs or damages arising from any act or omission in connection with this agreement; provided, however, that fees and expenses paid hereunder shall be refunded if and to the extent that consulting services are not performed as agreed. The University of Hawaii releases and covenants not to sue AGB or Dr. MacTaggart for any other claim of any nature relating to this agreement or the performance of services hereunder. In the event that AGB or Dr. MacTaggart is required to perform any additional work in connection with any investigation or inquiry resulting from or connected with this engagement, they shall be entitled to reimbursement of reasonable fees and expenses for such additional work. The University of Hawaii shall be responsible for damage or injury caused by its officers and employees in the course of their employment to the extent that the University's liability for such damage or injury has been determined by a court or otherwise agreed to by the University, and shall pay for such damage or injury to the extent permitted by law.


President Greenwood
October 15, 2012
Page 4 of 6

Complete Agreement

This agreement, upon execution on behalf of AGB by its Executive Vice President and an authorized representative of the University of Hawaii System, will constitute the entire agreement between the parties, superseding all prior offers and negotiations between the parties.

We look forward to having the opportunity to serve the University of Hawaii System on this important engagement. Rich Novak, Senior Vice President for Programs and Research and Executive Director, Ingram Center for Public Trusteeship and Governance, and I (Cristin Touts), Interim Director of AGB Consulting Services, will be responsible for coordination at AGB, working in collaboration with Dr. MacTaggart. If this letter of agreement meets your approval, please print and sign two copies. Return one to me (via email or fax) and keep the other for your files. Please do not hesitate to contact us if you have questions or need additional information. I can be reached at 202-776-0845 or cristint@agb.org and Rich Novak can be reached at 202-776-0825 or richn@agb.org.

Sincerely,



Cristin J. Touts
Interim Director of AGB Consulting Services
Association of Governing Board of Universities and Colleges

President Greenwood
October 15, 2012
Page 5 of 6

Acceptances:

On behalf of the Association of Governing Boards of Universities and Colleges:

Susan W. Johnston, Executive Vice President October 15, 2012

Print Name and Title

Date



October 15, 2012

Signature and Date

On behalf of the University of Hawaii System (UH):

Linda K. Johnson, Exec VP & Provost

Print Name and Title

Date

 10.17.12

Signature

Date

Consultant Biographical Information:

Dr. Terrence MacTaggart is an experienced leader and scholar in higher education. His consulting and research work focuses on higher education leadership and policy, strategic planning, institutional advancement, trustee development and leadership evaluation. He has served as a faculty member and administrator at several public and independent colleges and universities where he has led or participated in substantial institutional transformations. He has held the Chancellor's position at the Minnesota State University System and on two occasions at the University of Maine System.

He has served as a consultant and facilitator of board retreats for numerous colleges, universities and systems including the University of Connecticut, Rutgers, the University of North Carolina at Chapel Hill, University of Nebraska System, the University System of Maryland, Metropolitan State College of Denver, East Carolina University, the Oregon University System, the University of Alaska System, the University of Northern British Columbia, the University of Victoria in British Columbia, the University of Houston System, Texas Southern University, the Texas Tech University System, the Massachusetts Maritime Academy, the Maine Maritime Academy, Johnson & Wales University, New England College, Endicott College, Mitchell College, College of the Marshall Islands, Fielding Graduate University and others.

He has served as Chair of the Commission on Institutions of Higher Education (CIHE) of the New England Association of Schools and Colleges (NEASC). He has led multiple visiting teams for several regional accrediting associations. He has served as a Fulbright Scholar to Thailand and to Vietnam as an expert on accreditation and quality assurance.

His research and publications focus on governance, improving relations between institutions and the public, and restoring institutional vitality. His most recent book, *Leading Change: How Boards and Presidents Build Exceptional Institutions*, fills a significant void in leadership literature and focuses on the changing level of board engagement. This book examines 18 institutions, across the spectrum of higher education, at which the board played a significant collaborative role with the president, the leadership team and the faculty to lead change. Another best-selling book, published by ACE/Praeger in 2007, is titled *Academic Turnarounds: Restoring Growth and Vitality to Challenged American Colleges and Universities*. With James Mingle, he authored *Pursuing the Public's Agenda: Trustees in Partnership With State Leaders*. In 1996, he served as the editor and lead author of *Restructuring Public Higher Education—What Works and What Doesn't in Reorganizing Public Systems*. Two years later he produced *Seeking Excellence Through Independence*, which focuses on rebalancing campus autonomy and accountability in order to achieve better results. In 2000, he wrote, along with Robert Berdahl, a study of the partial privatization of public institutions entitled *Charter Colleges: Balancing Freedom and Accountability*. He is currently preparing a book on high functioning boards of trustees.

His academic credentials include a doctorate and master's degree in English Literature from Saint Louis University, a Master of Business Administration degree from St. Cloud University, an honorary doctor of law degree from the American College of Greece and membership in Phi Beta Kappa.

Campus Key	Extract Year	Extract Month	Name	Empl Record No	Position No	Job Title	Functional Code Desc	Grade	Eac Division Desc	Eac Branch Desc
CC	2010	09	LEE, SUSAN A	1	0080490	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBC	SR VP/CHANCELLOR CC	ADMIN AFFAIRS
HA	2010	09	CONNORS, CHARLES PAUL	1	0077849	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HAWAII CC	PROVOSTS OFFICE
HA	2010	09	UEHARA, NEAL M	1	0078534	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HAWAII CC	DEANS OFFICE
HI	2010	09	ABE, ROBERT H	1	0080335T	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	ADMIN AFF UHH	THEATER
HI	2010	09	BARNETTE-DOMBROSKI, L	1	0081889T	INFO, EVENTS & PUBLICATIONS	THEATER/STAGE MANAGER	PBB	ADMIN AFF UHH	THEATER
HI	2010	09	IBARRA, TANYA D M	1	0077385T	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBA	LIB SERV UHH	MEDIA
HI	2010	09	IGAWA, DARIN T	1	0081881	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LIB SERV UHH	MEDIA
HI	2010	09	YUGAWA, SUSAN M	1	0081558	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	LIB SERV UHH	MEDIA
HI	2010	09	AKAGI, CINDY ANN	1	0078206	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBB	STUDENT SERV UHH	ADMISSNS OFF
HI	2010	09	KELLY, PHINEAS ARTHUR	1	0080572	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	UH AT HILO	SRVP&CHC UHH
HI	2010	09	SCOTT, DAVID LAWRENCE	1	0080777	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	UH AT HILO	SRVP&CHC UHH
HI	2010	09	ARAKI, MICHELLE LEE	1	0077909	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBA	UNIV RELATIONS UHH	
HI	2010	09	DUDOIT, WALTER T K	1	0080444	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIV RELATIONS UHH	
HI	2010	09	HUPP, KENNETH EDWARD	1	0078558T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIV RELATIONS UHH	
HI	2010	09	KAKUGAWA-LEONG, ALYSON	1	0080805	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIV RELATIONS UHH	
HO	2010	09	GRUWELL, GREGG R	1	0081272T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HONOLULU CC	DEANS OFFICE
HO	2010	09	HORIMOTO, AUDREY C	1	0080614	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HONOLULU CC	DEANS OFFICE
HO	2010	09	MATSUMOTO, GLENN M	1	0080711	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	HONOLULU CC	DEANS OFFICE
HO	2010	09	OGOSO, ELTON Y	1	0081478	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	HONOLULU CC	DEANS OFFICE
HO	2010	09	OSHIRO, JASON T	1	0078264	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	HONOLULU CC	DEANS OFFICE
HO	2010	09	VALENCIA, ROMOLO	1	0080692	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HONOLULU CC	DEANS OFFICE
KA	2010	09	HAMADA, HELEN H	1	0081060	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	KAPIOLANI CC	DEANS OFFICE
KA	2010	09	INOUE, MARY EMIKO	1	0078053T	INFO, EVENTS & PUBLICATIONS	ADMIN & FISCAL SUPPORT SPEC	PBA	KAPIOLANI CC	DIRECTOR
KA	2010	09	QUINTO, EDOUARD A	1	0077583T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	KAPIOLANI CC	DEANS OFFICE
KA	2010	09	SHIROKANE, JOY T Z	1	0081721T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	KAPIOLANI CC	DEANS OFFICE
KU	2010	09	KILBERT, ANTHONY C.	1	0081171	INFO, EVENTS & PUBLICATIONS	THEATER MANAGER	PBB	KAUAI CC	THEATER
KU	2010	09	OKADA, SUEANN Y	1	0080855	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	KAUAI CC	DEANS OFFICE
KU	2010	09	TANIGAWA, KENT K	1	0077157	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	KAUAI CC	THEATER
LE	2010	09	BARRUGA, CAMDEN A	1	0080231T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LEEWARD CC	DEANS OFFICE
LE	2010	09	CABRAL, KATHLEEN R	1	0080122	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBB	LEEWARD CC	PROVOSTS OFFICE
LE	2010	09	MATSUURA, LESLIE K	1	0081550	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	LEEWARD CC	DEANS OFFICE
LE	2010	09	OSHITA, ROBERT S	1	0080226T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LEEWARD CC	DEANS OFFICE
LE	2010	09	PATTI, JOSEPH S	1	0080118	INFO, EVENTS & PUBLICATIONS	THEATER MANAGER	PBB	LEEWARD CC	SPECIAL PGMS
LE	2010	09	PONCIANO, TOMI A	1	0080693	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LEEWARD CC	PROVOSTS OFFICE
LE	2010	09	RANNEY, DONALD J JR	1	0080701	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	LEEWARD CC	SPECIAL PGMS
LE	2010	09	WHITEHEAD, SARAH Y.	1	0080873	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	LEEWARD CC	SPECIAL PGMS
LE	2010	09	WHITEHEAD, SARAH Y.	2	0078910T	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	LEEWARD CC	SPECIAL PGMS
MA	2010	09	KAWAOKA, GERALD R	1	0080700	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	C ARTS & HUM	THEATRE & DANCE DEPT
MA	2010	09	MYERS, MARTHA JEANNE	1	0080119	INFO, EVENTS & PUBLICATIONS	THEATER MANAGER	PBB	C ARTS & HUM	THEATRE & DANCE DEPT
MA	2010	09	SCHAUER, HANNAH K	1	0081269	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	C ARTS & HUM	THEATRE & DANCE DEPT
MA	2010	09	TANG, DEBRA D	1	0077227T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C ARTS & HUM	HISTORY DEPT
MA	2010	09	CHIA, JAMES J.K.	1	0081841T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C OF BUS ADM	FIN ECON & INS DEPT
MA	2010	09	COELHO, KATHERINE ANN	1	0077876T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	C OF BUS ADM	BUS ADM DEANS OFF
MA	2010	09	OKIMOTO, ALAN S	1	0078594T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	C OF BUS ADM	BUS ADM DEANS OFF
MA	2010	09	OMIYA, DOLLY M	1	0080354T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF BUS ADM	BUS ADM DEANS OFF
MA	2010	09	ZEE, KAREN SUK-YEE	1	0078323T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	C OF BUS ADM	PAMI
MA	2010	09	GOSE, EDWARD G	1	0077319T	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBA	C OF EDUC	EDUC TECHNOLOGY
MA	2010	09	HUTCHINSON, NATHAN W	1	0078735T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	C OF EDUC	EDUC TECHNOLOGY
MA	2010	09	MATSUNAGA, ERIC R.	1	0078727	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF ENGINRG	ENGINRG DEANS OFF
MA	2010	09	SHELTON, TINA M.	1	0077985T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF HLTH SCI & SW	SCH OF MED
MA	2010	09	TURNER, MARIAN D	1	0079013T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C OF HLTH SCI & SW	SCH SOC WORK
MA	2010	09	WONG, CHRISTINA NMN	1	0077096T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	C OF HLTH SCI & SW	SCH OF NURSG
MA	2010	09	CHEE, CLAYTON K T	1	0081520T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	C OF L L L	LANG TELECOMM CTR
MA	2010	09	MATSUEDA, PATRICIA T	1	0081933T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	C OF L L L	ENGLISH DEPT
MA	2010	09	SCHAB, STANLEY M	1	0080851	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	C OF L L L	LLL DEANS OFF
MA	2010	09	OSHIRO, CYNTHIA A	1	0080936	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	C OF SOC SCI	SOCIAL SCI RES INST
MA	2010	09	EVANS, DALE O	1	0081391	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	C OF TA & HR	PUBLICATIONS & INFO

MA	2010	09	HAKODA, MILES MORIO	1	0080586	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF TA & HR	PUBLICATIONS & INFO
MA	2010	09	PERRY, VICTORIA K	1	0079205T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	C OF TA & HR	PUBLICATIONS & INFO
MA	2010	09	ABE, CAROL S	1	0081147	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	ABIANG, ARLENE C	1	0077451	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2010	09	AONO, LUCILLE C	1	0081191	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	BARBASA JR., SANTOS B	1	0080114	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS MGR	PBC	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	BRADSHAW, JOEL	1	0080105	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	CHANG, DIANE E	1	0081787	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2010	09	CHUN, CINDY E K C	1	0081074T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	CHUN, STEPHANIE W Y	1	0080115	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	CROSBY, PATRICIA E	1	0080104	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	DUNN, CHERYL J	1	0081257T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	FUJIMOTO, CLIFFORD K	1	0081678	MEDIA DESIGN & PRODUCTION	EDUCATIONAL SP	PBB	CHANCELLOR, UH MANOA	ACAD PERSONNEL
MA	2010	09	HART, ALFRED K. II	1	0080452T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	CHANCELLOR, UH MANOA	ACAD PERSONNEL
MA	2010	09	HIRASHIMA, STEVEN	1	0081428T	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	IKEDA, BILLIE K	1	0080688	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	CHANCELLOR, UH MANOA	ACAD PERSONNEL
MA	2010	09	IKEDA, MASAKO K	1	0080099	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	KAJI, ELMER K JR	1	0078873	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	MANOA CHANCELLOR'S O
MA	2010	09	KAWAI, COLINS A	1	0080116	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	KELLEY, PAMELA W	1	0081461T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	KLECKNER, DYAN R	1	0081239	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2010	09	LEBER, KEITH K	1	0081797	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	LUDEMAN, ANN M	1	0081979T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	MACDONALD, COLIN G R	1	0078574T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2010	09	MATSUO, JULIE S	1	0081684T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	MURANAKA, ROYDEN T	1	0080337T	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	NAKAMURA, MARK E	1	0080687	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	CHANCELLOR, UH MANOA	ACAD PERSONNEL
MA	2010	09	NISHIMOTO, KIERA A	1	0077360T	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBA	CHANCELLOR, UH MANOA	UH PRESS
MA	2010	09	ORILLO-DONOVAN, TRACY	1	0080951	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2010	09	SHIROTA, LISA M	1	0078138	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2010	09	GEDO, LAARNI C	1	0077160	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	CL A&S DEANS	A&S ACADEMIC AFF
MA	2010	09	BELLO, PAKALANI J	1	0078241	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	INT ATHLETICS UHM	
MA	2010	09	INOUE, BRENT K	1	0081935	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBA	INT ATHLETICS UHM	
MA	2010	09	METZGER, JAY K	1	0081382	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	INT ATHLETICS UHM	
MA	2010	09	NISHIMURA, KARA K	1	0080123	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	INT ATHLETICS UHM	
MA	2010	09	ALBARILLO, EMILY E	1	0078954	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LIBRARY SERV	SINCLAIR LIBRARY
MA	2010	09	SKILLMAN-KASHYAP, TERI	1	0077456T	INFO, EVENTS & PUBLICATIONS	ADMIN & FISCAL SUPPORT SPEC	PBA	LIBRARY SERV	HAMILTON LIBRARY
MA	2010	09	WEATHERL, ALEXIS A	1	0080989	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	LIBRARY SERV	SINCLAIR LIBRARY
MA	2010	09	BRANDMAN, ANN D	1	0081058T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	OUTREACH COLLEGE	
MA	2010	09	LEE, NATALIE M	1	0080503	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	OUTREACH COLLEGE	
MA	2010	09	LOOK, PHYLLIS S K	1	0077628T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	OUTREACH COLLEGE	
MA	2010	09	BAYS, BROOKS G JR	1	0081585T	INFO, EVENTS & PUBLICATIONS	SCIENTIFIC ILLUSTRATOR	PBB	RES & DEAN OF GRAD D	SCH O&ES&T
MA	2010	09	BENNETT, HENRY	1	0080102	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	RES & DEAN OF GRAD D	WATR R R CTR
MA	2010	09	DUDOCK, HEATHER D.K.	1	0077955T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	RES & DEAN OF GRAD D	SCH O&ES&T
MA	2010	09	FOLEY, MARY LOUISE	1	0078565T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	RES & DEAN OF GRAD D	WAIKIKI AQU
MA	2010	09	FUJITANI, RAINA K. M.	1	0078682T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	RES & DEAN OF GRAD D	WAIKIKI AQU
MA	2010	09	GOOD, LOUISE H	1	0080948T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	RES & DEAN OF GRAD D	INST FOR AST
MA	2010	09	HIRAKAWA, PATRICIA	1	0081696T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	RES & DEAN OF GRAD D	WATR R R CTR
MA	2010	09	HULBIRT, NANCY E	1	0080689	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	RES & DEAN OF GRAD D	SCH O&ES&T
MA	2010	09	KAM, APRIL WUI LIN	1	0081595	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	RES & DEAN OF GRAD D	WATR R R CTR
MA	2010	09	SHIGEMASA, SHARON R.	1	0080370	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	RES & DEAN OF GRAD D	CANCER CT HI
MA	2010	09	TORMEY, KELLIE C	1	0079020T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	RES & DEAN OF GRAD D	CANCER CT HI
MA	2010	09	SMITH, HEATHER L.	1	0079045T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	SCH OF LAW	LAW DEANS OFF
MA	2010	09	FUJIMOTO, JULIE MICHIE	1	0079104T	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBA	SCH OF PAC & ASIAN S	SPAS DEANS OFF
MA	2010	09	RENSEL, JANET	1	0081487	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	SCH OF PAC & ASIAN S	CTR PAC ISLANDS STU
MA	2010	09	CHING, KEVIN KA LONG	1	0077077T	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBA	STUDENT AFFAIRS	DN S & S SVS
MA	2010	09	REILLY, ROBERT WILLIAM	1	0081486	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	STUDENT AFFAIRS	DN S & S SVS
MU	2010	09	GRAY, JEREMY B	1	0081007	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	MAUI COLLEGE	DEANS OFFICE
MU	2010	09	MIZOMI, TODD K	1	0081026	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	MAUI COLLEGE	DEANS OFFICE
MU	2010	09	REECE, DEANNA M K	1	0080436	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	MAUI COLLEGE	DEANS OFFICE

SW	2010	09	ALOANG, ERICA S.	1	0080783	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2010	09	BALDWIN, MATTHEW LEE	1	0080117T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2010	09	BASA, ERIC T.	1	0081528	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2010	09	BORGIOLO, LEIANNA A.L.	1	0077135	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2010	09	JITCHAKU, CHRISTOPHER	1	0081705T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2010	09	KANESHIGE, SANDRA M	1	0078197	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2010	09	KAWADA, CATHERINE A	1	0081105	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	ADMINISTRATION	INFO TEC SVC
SW	2010	09	PARCON, MATT D.	1	0081356	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2010	09	RICHARDSON, RENEE M.	1	0080785	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2010	09	WISS, LARRY N	1	0080274	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	ADMINISTRATION	INFO TEC SVC
SW	2010	09	DOI, STEPHAN H.	1	0081167T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	OFF OF PLAN & POLICY	POLICY OFF
SW	2010	09	YAMASHIGE, TERI MAY	1	0078645T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	OFF OF PLAN & POLICY	VP ACADEMIC PLANNING
SW	2010	09	TSURU, PETER S	1	0081623	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	STATE OFF FOR VOC ED	ST DIR OFF
SW	2010	09	ANGELL, LOWELL S	1	0080677	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	UNIVERSITY RELATIONS	OFF VP U REL
SW	2010	09	BEALES, ROGER D	1	0080988	INFO, EVENTS & PUBLICATIONS	PHOTOGRAPHER	PBB	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2010	09	BONILLA, KRISTEN K. C.	1	0080392	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2010	09	CHAR, KYMBER-LEE S.	1	0081716	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2010	09	CHUN, JOYCE M	1	0013894	SECRETARY IV		SR18	UNIVERSITY RELATIONS	OFF VP U REL
SW	2010	09	CHUN, LAURA L W C	1	0081168	ACADEMIC SUPPORT	EDUCATIONAL SP	PBB	UNIVERSITY RELATIONS	ALUMNI AFF
SW	2010	09	DODO, SHERRIE L	1	0081264	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2010	09	ERNST, CHERYL S	1	0089350	UNIV & COMM RELATIONS PROG OFF		12	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2010	09	HAKODA, JOY S	1	0080251	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2010	09	KIM, STEPHANIE C. S.	1	0077927	INSTITUTIONAL SUPPORT	LEGISLATIVE LIAISON	PBC	UNIVERSITY RELATIONS	OFF VP U REL
SW	2010	09	KUTARA, DEBBIE E	1	0080429	INSTITUTIONAL SUPPORT	PROC & PROP MGT SP	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2010	09	MATSUSHIMA, TRACY R.	1	0081373	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2010	09	ONGLEY, JEELA G	1	0080124	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2010	09	TABUSA, ROWEN S	1	0081780	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2010	09	VAZQUEZ, NORMA	1	0006345	SECRETARY II		SR14	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2010	09	WATLAND, ROBERT K	1	0081706	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIVERSITY RELATIONS	ALUMNI AFF
SW	2010	09	YUU, SUSANNE N.	1	0081117T	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBA	UNIVERSITY RELATIONS	MEDIA R & PB
WI	2010	09	BEATSON, BONNIE JEAN	1	0077248	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBB	WINDWARD CC	PROVOSTS OFFICE
WI	2010	09	HOLOWACH, THOMAS W	1	0077956	INFO, EVENTS & PUBLICATIONS	THEATER/STAGE MANAGER	PBB	WINDWARD CC	PUBLIC SERV
WI	2010	09	HUFSTETLER, JACK L	1	0077957	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	WINDWARD CC	PUBLIC SERV
WI	2010	09	OWEN, PETER TULLY	1	0078258	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBA	WINDWARD CC	PROVOSTS OFFICE
WO	2010	09	TRIFONOVITCH, KELLI K	1	0079163T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UH AT WEST OAHU	ADMINISTRATIVE SVC
WO	2010	09	VALDEZ, VALENTINO A	1	0078710T	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	UH AT WEST OAHU	
WO	2010	09	YUEN, JULIE KYF	1	0078688T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UH AT WEST OAHU	
CC	2011	09	LEE, SUSAN A	1	0080490	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBC	SR VP/CHANCELLOR CC	ADMIN AFFAIRS
HA	2011	09	CONNORS, CHARLES PAUL	1	0077849	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HAWAII CC	PROVOSTS OFFICE
HA	2011	09	CONNORS, CHARLES PAUL	2	0081395	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HAWAII CC	PROVOSTS OFFICE
HA	2011	09	UEHARA, NEAL M	1	0078534	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HAWAII CC	DEANS OFFICE
HI	2011	09	ABE, ROBERT H	1	0080335T	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	ADMIN AFF UHH	THEATER
HI	2011	09	BARNETTE-DOMBROSKI, L	1	0081889T	INFO, EVENTS & PUBLICATIONS	THEATER/STAGE MANAGER	PBB	ADMIN AFF UHH	THEATER
HI	2011	09	IGAWA, DARIN T	1	0081881	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LIB SERV UHH	MEDIA
HI	2011	09	YUGAWA, SUSAN M	1	0081558	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	LIB SERV UHH	MEDIA
HI	2011	09	SAMAROO, CINDY ANN	1	0078206	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBB	STUDENT AFF V CHANCE	ADMISSNS OFF
HI	2011	09	COLLINS, SUSAN M.	1	0078822T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UH AT HILO	CHANCELLOR UHH
HI	2011	09	KELLY, PHINEAS ARTHUR	1	0080572	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	UH AT HILO	OFF OF TECH&DIST LEA
HI	2011	09	SCOTT, DAVID LAWRENCE	1	0080777	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	UH AT HILO	OFF OF TECH&DIST LEA
HI	2011	09	ARAKI, MICHELLE LEE	1	0077909	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBA	UNIV RELATIONS UHH	
HI	2011	09	DUDOIT, WALTER T K	1	0080444	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIV RELATIONS UHH	
HI	2011	09	HUPP, KENNETH EDWARD	1	0078558T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIV RELATIONS UHH	
HI	2011	09	KAKUGAWA-LEONG, ALYSON	1	0080805	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIV RELATIONS UHH	
HO	2011	09	GRUWELL, GREGG R	1	0081272T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HONOLULU CC	DEANS OFFICE
HO	2011	09	HORIMOTO, AUDREY C	1	0080614	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HONOLULU CC	DEANS OFFICE
HO	2011	09	MATSUMOTO, GLENN M	1	0080711	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	HONOLULU CC	DEANS OFFICE
HO	2011	09	OGOSO, ELTON Y	1	0081478	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	HONOLULU CC	DEANS OFFICE
HO	2011	09	OSHIRO, JASON T	1	0078264	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	HONOLULU CC	DEANS OFFICE
HO	2011	09	VALENCIA, ROMOLO	1	0080692	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HONOLULU CC	DEANS OFFICE

KA	2011	09	HAMADA, HELEN H	1	0081060	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	KAPIOLANI CC	DEANS OFFICE
KA	2011	09	INOUE, MARY EMIKO	1	0078053T	INFO, EVENTS & PUBLICATIONS	ADMIN & FISCAL SUPPORT SPEC	PBA	KAPIOLANI CC	DIRECTOR
KA	2011	09	QUINTO, EDOUARD A	1	0077583T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	KAPIOLANI CC	DEANS OFFICE
KA	2011	09	SHIROKANE, JOY T Z	1	0081721T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	KAPIOLANI CC	DEANS OFFICE
KU	2011	09	KILBERT, ANTHONY C.	1	0081171	INFO, EVENTS & PUBLICATIONS	THEATER MANAGER	PBB	KAUAI CC	THEATER
KU	2011	09	OKADA, SUEANN Y	1	0080855	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	KAUAI CC	DEANS OFFICE
KU	2011	09	TANIGAWA, KENT K	1	0077157	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	KAUAI CC	THEATER
LE	2011	09	BARRUGA, CAMDEN A	1	0080231T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LEEWARD CC	DEANS OFFICE
LE	2011	09	CABRAL, KATHLEEN R	1	0080122	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBB	LEEWARD CC	PROVOSTS OFFICE
LE	2011	09	LEE, STANLEY K T	1	0079181T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	LEEWARD CC	COUNSEL & GUIDANCE
LE	2011	09	MATSUURA, LESLIE K	1	0081550	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	LEEWARD CC	DEANS OFFICE
LE	2011	09	OSHITA, ROBERT S	1	0080226T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LEEWARD CC	DEANS OFFICE
LE	2011	09	PATTI, JOSEPH S	1	0080118	INFO, EVENTS & PUBLICATIONS	THEATER MANAGER	PBB	LEEWARD CC	SPECIAL PGMS
LE	2011	09	RANNEY, DONALD J JR	1	0080701	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	LEEWARD CC	SPECIAL PGMS
LE	2011	09	RIVERA, TOMI A P	1	0080693	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LEEWARD CC	PROVOSTS OFFICE
LE	2011	09	WHITEHEAD, SARAH Y.	1	0080873	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	LEEWARD CC	SPECIAL PGMS
LE	2011	09	WHITEHEAD, SARAH Y.	2	0078910T	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	LEEWARD CC	SPECIAL PGMS
MA	2011	09	LOOK, PHYLLIS S K	1	0079251	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBB	ADMINISTRATION	AUXIL ENT
MA	2011	09	JACKSON, JENNIFER LEE	1	0079339	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C ARTS & HUM	PHILOSOPHY DEPT
MA	2011	09	KAWAOKA, GERALD R	1	0080700	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	C ARTS & HUM	THEATRE & DANCE DEPT
MA	2011	09	MYERS, MARTHA JEANNE	1	0080119	INFO, EVENTS & PUBLICATIONS	THEATER MANAGER	PBB	C ARTS & HUM	THEATRE & DANCE DEPT
MA	2011	09	SCHAUER, HANNAH K	1	0081269	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	C ARTS & HUM	THEATRE & DANCE DEPT
MA	2011	09	TANG, DEBRA D	1	0077227T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C ARTS & HUM	HISTORY DEPT
MA	2011	09	CHIA, JAMES J.K.	1	0081841T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C OF BUS ADM	FIN ECON & INS DEPT
MA	2011	09	COELHO, KATHERINE ANN	1	0077876T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	C OF BUS ADM	BUS ADM DEANS OFF
MA	2011	09	OKIMOTO, ALAN S	1	0078594T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF BUS ADM	BUS ADM DEANS OFF
MA	2011	09	OMIYA, DOLLY M	1	0080354T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF BUS ADM	BUS ADM DEANS OFF
MA	2011	09	WADA, KRISTINE A	1	0077878T	MEDIA DESIGN & PRODUCTION	MEDIA TECH SPEC SP	PBA	C OF BUS ADM	BUS ADM DEANS OFF
MA	2011	09	ZEE, KAREN SUK-YEE	1	0078323T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	C OF BUS ADM	PAMI
MA	2011	09	GOSE, EDWARD G	1	0077319T	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBA	C OF EDUC	EDUC TECHNOLOGY
MA	2011	09	AALA, MYHRALIZA G	1	0079239	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF ENGINRG	ENGINRG DEANS OFF
MA	2011	09	MATSUNAGA, ERIC R.	1	0078727	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF ENGINRG	ENGINRG DEANS OFF
MA	2011	09	CALDWELL, ANDREA ROSE	1	0077096T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	C OF HLTH SCI & SW	SCH OF NURSG
MA	2011	09	SHELTON, TINA M.	1	0077985T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF HLTH SCI & SW	SCH OF MED
MA	2011	09	TURNER, MARIAN D	1	0079013T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C OF HLTH SCI & SW	SCH SOC WORK
MA	2011	09	CHEE, CLAYTON K T	1	0081520T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	C OF L L L	LANG TELECOMM CTR
MA	2011	09	MATSUEDA, PATRICIA T	1	0081933T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	C OF L L L	ENGLISH DEPT
MA	2011	09	SCHAB, STANLEY M	1	0080851	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	C OF L L L	LLL DEANS OFF
MA	2011	09	OSHIRO, CYNTHIA A	1	0080936	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	C OF SOC SCI	SOCIAL SCI RES INST
MA	2011	09	BAIN, FREDERIKA E	1	0081391	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	C OF TA & HR	PUBLICATIONS & INFO
MA	2011	09	HAKODA, MILES MORIO	1	0080586	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF TA & HR	PUBLICATIONS & INFO
MA	2011	09	PERRY, VICTORIA K	1	0079205T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	C OF TA & HR	PUBLICATIONS & INFO
MA	2011	09	ABE, CAROL S	1	0081147	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	ABIANG, ARLENE C	1	0077451	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2011	09	AONO, LUCILLE C	1	0081191	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	BARBASA JR., SANTOS B	1	0080114	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS MGR	PBC	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	BRADSHAW, JOEL	1	0080105	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	CHANG, DIANE E	1	0081787	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2011	09	CHUN, CINDY E K C	1	0081074T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	CHUN, STEPHANIE W Y	1	0080115	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	CROSBY, PATRICIA E	1	0080104	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	DUNN, CHERYL J	1	0081257T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	FUJIMOTO, CLIFFORD K	1	0081678	MEDIA DESIGN & PRODUCTION	EDUCATIONAL SP	PBB	CHANCELLOR, UH MANOA	ACAD PERSONNEL
MA	2011	09	HART, ALFRED K. II	1	0080452T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	CHANCELLOR, UH MANOA	ACAD PERSONNEL
MA	2011	09	HIRASHIMA, STEVEN	1	0081428T	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	IKEDA, MASAKO K	1	0080099	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	KAAL, ELMER K JR	1	0078873	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	MANOA CHANCELLOR'S O
MA	2011	09	KAWAI, COLINS A	1	0080116	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	KELLEY, PAMELA W	1	0081797	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	KLECKNER, DYAN R	1	0081239	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	CHANCELLOR, UH MANOA	COMMUNICATIONS

MA	2011	09	LITTLE, NADINE T	1	0081461T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	LUDEMAN, ANN M	1	0080113	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	MACDONALD, COLIN G R	1	0078574T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2011	09	MATSUO, JULIE S	1	0081062	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	MELTON, MAUREEN D	1	0081684T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	MURANAKA, ROYDEN T	1	0080337T	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	NAKAMURA, MARK E	1	0080687	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	CHANCELLOR, UH MANOA	ACAD PERSONNEL
MA	2011	09	NISHIMOTO, KIERA A	1	0077360T	INFO, EVENTS & PUBLICATIONS	PRESS MARKETING OFF	PBA	CHANCELLOR, UH MANOA	UH PRESS
MA	2011	09	ORILLO-DONOVAN, TRACY	1	0080951	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2011	09	SHIROTA, LISA M	1	0078138	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2011	09	GEDO, LAARNI C	1	0077160	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	CL A&S DEANS	A&S ACADEMIC AFF
MA	2011	09	BARRY, JOHN FREDERICK	1	0078241	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	INT ATHLETICS UHM	
MA	2011	09	INOUE, BRENT K	1	0081935	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBA	INT ATHLETICS UHM	
MA	2011	09	METZGER, JAY K	1	0081382	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	INT ATHLETICS UHM	
MA	2011	09	NISHIMURA, KARA K	1	0080123	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	INT ATHLETICS UHM	
MA	2011	09	SKILLMAN-KASHYAP, TERI	1	0077456T	INFO, EVENTS & PUBLICATIONS	ADMIN & FISCAL SUPPORT SPEC	PBA	LIBRARY SERV	HAMILTON LIBRARY
MA	2011	09	WEATHERL, ALEXIS A	1	0080989	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	LIBRARY SERV	SINCLAIR LIBRARY
MA	2011	09	BRANDMAN, ANN D	1	0081058T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	OUTREACH COLLEGE	
MA	2011	09	LEE, NATALIE M	1	0080503	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	OUTREACH COLLEGE	
MA	2011	09	BAYS, BROOKS G JR	1	0081585T	INFO, EVENTS & PUBLICATIONS	SCIENTIFIC ILLUSTRATOR	PBB	RES & DEAN OF GRAD D	SCH O&ES&T
MA	2011	09	DUDOCK, HEATHER D.K.	1	0077955T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	RES & DEAN OF GRAD D	SCH O&ES&T
MA	2011	09	FOLEY, MARY LOUISE	1	0078565T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	RES & DEAN OF GRAD D	WAIKIKI AQU
MA	2011	09	FUJITANI, RAINA K. M.	1	0078682T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	RES & DEAN OF GRAD D	WAIKIKI AQU
MA	2011	09	GOOD, LOUISE H	1	0080948T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	RES & DEAN OF GRAD D	INST FOR AST
MA	2011	09	HIRAKAWA, PATRICIA	1	0081696T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	RES & DEAN OF GRAD D	WATR R R CTR
MA	2011	09	HULBIRT, NANCY E	1	0080689	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	RES & DEAN OF GRAD D	SCH O&ES&T
MA	2011	09	KAM, APRIL WUI LIN	1	0081595	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	RES & DEAN OF GRAD D	WATR R R CTR
MA	2011	09	SHIGEMASA, SHARON R.	1	0080370	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	RES & DEAN OF GRAD D	CANCER CT HI
MA	2011	09	TORMEY, KELLIE C	1	0079020T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	RES & DEAN OF GRAD D	CANCER CT HI
MA	2011	09	BASILIO, MARNELLI J	1	0079214T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	SCH OF LAW	LAW DEANS OFF
MA	2011	09	SMITH, HEATHER L.	1	0079045T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	SCH OF LAW	LAW DEANS OFF
MA	2011	09	FUJIMOTO, JULIE MICHIE	1	0079104T	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBA	SCH OF PAC & ASIAN S	SPAS DEANS OFF
MA	2011	09	MACMILLAN, MICHAEL E.	1	0079160	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS MGR	PBB	SCH OF PAC & ASIAN S	CTR KOREAN STU
MA	2011	09	RENSEL, JANET	1	0081487	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	SCH OF PAC & ASIAN S	CTR PAC ISLANDS STU
MA	2011	09	CHING, KEVIN KA LONG	1	0077077T	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBA	STUDENT AFFAIRS	DN S & S SVS
MU	2011	09	BEATTIE, NICOLE E	1	0079188T	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBB	MAUI COLLEGE	PROVOSTS OFFICE
MU	2011	09	GRAY, JEREMY B	1	0081007	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	MAUI COLLEGE	DEANS OFFICE
MU	2011	09	MIZOMI, TODD K	1	0081026	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	MAUI COLLEGE	DEANS OFFICE
MU	2011	09	REECE, DEANNA M K	1	0080436	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	MAUI COLLEGE	DEANS OFFICE
SW	2011	09	ALOANG, ERICA S.	1	0080783	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2011	09	BALDWIN, MATTHEW LEE	1	0080117T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2011	09	BASA, ERIC T.	1	0081528	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2011	09	BORGIOLO, LEIANNA A.L.	1	0077135	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2011	09	JITCHAKU, CHRISTOPHER	1	0081705T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2011	09	KANESHIGE, SANDRA M	1	0078197	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2011	09	KANG, JUN	1	0080775	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2011	09	KAWADA, CATHERINE A	1	0081105	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	ADMINISTRATION	INFO TEC SVC
SW	2011	09	PARCON, MATT D.	1	0081356	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	ADMINISTRATION	INFO TEC SVC
SW	2011	09	RICHARDSON, RENEE M.	1	0080785	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2011	09	WISS, LARRY N	1	0080274	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	ADMINISTRATION	INFO TEC SVC
SW	2011	09	DOI, STEPHAN H.	1	0081167T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	EXEC VP FOR ACAD AFF	POLICY OFF
SW	2011	09	YAMASHIGE, TERI MAY	1	0078645T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	EXEC VP FOR ACAD AFF	OFF EXEC VP ACAD AFF
SW	2011	09	KIDO, KENDALL HISASHI	1	0077546T	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBA	RES & DEAN OF GRAD D	OFF VP R&GE
SW	2011	09	OMURA, ROBERT K	1	0079340T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	RES & DEAN OF GRAD D	OFF VP R&GE
SW	2011	09	ROSEN, JACOB R	1	0079341T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	RES & DEAN OF GRAD D	OFF VP R&GE
SW	2011	09	TSURU, PETER S	1	0081623	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	STATE OFF FOR VOC ED	ST DIR OFF
SW	2011	09	ANGELL, LOWELL S	1	0080677	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBA	UNIVERSITY RELATIONS	OFF VP U REL
SW	2011	09	BONILLA, KRISTEN K. C.	1	0080392	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2011	09	CHAR, KYMBER-LEE S.	1	0081716	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2011	09	CHUN, JOYCE M	1	0013894	SECRETARY IV		SR18	UNIVERSITY RELATIONS	OFF VP U REL

SW	2011	09	CHUN, LAURA L W C	1	0081168	INSTITUTIONAL SUPPORT	LEGISLATIVE LIAISON	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2011	09	DODO, SHERIE L	1	0081264	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2011	09	ERNST, CHERYL S	1	0089350	UNIV & COMM RELATIONS PROG OFF		12	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2011	09	HAKODA, JOY S	1	0080251	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2011	09	KIM, STEPHANIE C. S.	1	0077927	INSTITUTIONAL SUPPORT	LEGISLATIVE LIAISON	PBC	UNIVERSITY RELATIONS	OFF VP U REL
SW	2011	09	KUTARA, DEBBIE E	1	0080429	INSTITUTIONAL SUPPORT	PROC & PROP MGT SP	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2011	09	MATSUSHIMA, TRACY R.	1	0081373	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2011	09	ONGLEY, JEELA G	1	0080124	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2011	09	TABUSA, ROWEN S	1	0081780	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2011	09	VAZQUEZ, NORMA	1	0006345	SECRETARY II		SR14	UNIVERSITY RELATIONS	MEDIA R & PB
SW	2011	09	WATERS, LYNNE TURNER	1	0089002	ASSOCIATE VICE PRESIDENT		14	UNIVERSITY RELATIONS	OFF VP U REL
SW	2011	09	WATLAND, ROBERT K	1	0081706	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2011	09	YUU, SUSANNE N.	1	0081117T	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBA	UNIVERSITY RELATIONS	MEDIA R & PB
WI	2011	09	BEATSON, BONNIE JEAN	1	0077248	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBB	WINDWARD CC	PROVOSTS OFFICE
WI	2011	09	DOAN, ROBERT A	1	0077957	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	WINDWARD CC	PUBLIC SERV
WI	2011	09	DOAN, ROBERT A	2	0079368T	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	WINDWARD CC	PUBLIC SERV
WI	2011	09	HOLOWACH, THOMAS W	1	0077956	INFO, EVENTS & PUBLICATIONS	THEATER/STAGE MANAGER	PBB	WINDWARD CC	PUBLIC SERV
WI	2011	09	LAYCHAK, MARY E	1	0078373	INFO, EVENTS & PUBLICATIONS	THEATER MANAGER	PBA	WINDWARD CC	DIRECTOR
WI	2011	09	OWEN, PETER TULLY	1	0078258	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBA	WINDWARD CC	PROVOSTS OFFICE
WO	2011	09	TRIFONOVITCH, KELLI K	1	0079163T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UH AT WEST OAHU	
WO	2011	09	VALDEZ, VALENTINO A	1	0078710T	MEDIA DESIGN & PRODUCTION	GRAPHIC ARTIST	PBB	UH AT WEST OAHU	
WO	2011	09	YUEN, JULIE KYF	1	0078688T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	UH AT WEST OAHU	
CC	2012	09	LEE, SUSAN A	1	0080490	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBC	SR VP/CHANCELLOR CC	ADMIN AFFAIRS
HA	2012	09	CONNORS, CHARLES PAUL	1	0077849	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HAWAII CC	PROVOSTS OFFICE
HA	2012	09	CONNORS, CHARLES PAUL	2	0081395	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HAWAII CC	PROVOSTS OFFICE
HA	2012	09	HALE, ALAN WAYNE	1	0079355T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HAWAII CC	PROVOSTS OFFICE
HA	2012	09	UEHARA, NEAL M	1	0078534	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HAWAII CC	DEANS OFFICE
HI	2012	09	ABE, ROBERT H	1	0080335T	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	ADMIN AFF UHH	\
HI	2012	09	BARNETTE-DOBROSKI, L	1	0081889T	INFO, EVENTS & PUBLICATIONS	THEATER/STAGE MGR	PBB	ADMIN AFF UHH	THEATER
HI	2012	09	IGAWA, DARIN T	1	0081881	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LIB SERV UHH	MEDIA
HI	2012	09	YUGAWA, SUSAN M	1	0081558	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBB	LIB SERV UHH	MEDIA
HI	2012	09	SAMAROO, CINDY ANN	1	0078206	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	STUDENT AFF V CHANCE	ADMISSNS OFF
HI	2012	09	ENRIGHT, SUSAN TARA	1	0078822T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	UH AT HILO	CHANCELLOR UHH
HI	2012	09	KELLY, PHINEAS ARTHUR	1	0080572	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	UH AT HILO	OFF OF TECH&DIST LEA
HI	2012	09	DUDOIT, WALTER T K	1	0080444	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	UNIV RELATIONS UHH	
HI	2012	09	HUPP, KENNETH EDWARD	1	0078558T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	UNIV RELATIONS UHH	
HI	2012	09	KAKUGAWA-LEONG, ALYSON	1	0080805	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	UNIV RELATIONS UHH	
HI	2012	09	PEARRING, YU YOK	1	0080442	INFO, EVENTS & PUBLICATIONS	MARKETING OFFICER	PBB	UNIV RELATIONS UHH	
HO	2012	09	GRUWELL, GREGG R	1	0081272T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HONOLULU CC	DEANS OFFICE
HO	2012	09	HORIMOTO, AUDREY C	1	0080614	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HONOLULU CC	DEANS OFFICE
HO	2012	09	MATSUMOTO, GLENN M	1	0080711	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	HONOLULU CC	DEANS OFFICE
HO	2012	09	OGOSO, ELTON Y	1	0081478	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	HONOLULU CC	DEANS OFFICE
HO	2012	09	OSHIRO, JASON T	1	0078264	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	HONOLULU CC	DEANS OFFICE
HO	2012	09	VALENCIA, ROMOLO	1	0080692	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	HONOLULU CC	DEANS OFFICE
KA	2012	09	HAMADA, HELEN H	1	0081060	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBB	KAPIOLANI CC	DEANS OFFICE
KA	2012	09	INOUE, MARY EMIKO	1	0078053T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	KAPIOLANI CC	DIRECTOR
KA	2012	09	QUINTO, EDOUARD A	1	0077583T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	KAPIOLANI CC	DEANS OFFICE
KU	2012	09	KILBERT, ANTHONY C.	1	0081171	INFO, EVENTS & PUBLICATIONS	THEATER/STAGE MGR	PBB	KAUAI CC	THEATER
KU	2012	09	OKADA, SUEANN Y	1	0080855	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBB	KAUAI CC	DEANS OFFICE
KU	2012	09	TANIGAWA, KENT K	1	0077157	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	KAUAI CC	THEATER
KU	2012	09	YOGI, KEISAKU	1	0081492	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	KAUAI CC	ENROLLMENT SVCS
LE	2012	09	BARRUGA, CAMDEN A	1	0080231T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LEEWARD CC	DEANS OFFICE
LE	2012	09	CABRAL, KATHLEEN R	1	0080122	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	LEEWARD CC	PROVOSTS OFFICE
LE	2012	09	LEE, STANLEY K T	1	0079181T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	LEEWARD CC	COUNSEL & GUIDANCE
LE	2012	09	MATSUURA, LESLIE K	1	0081550	MEDIA DESIGN & PRODUCTION	PROGRAM MANAGER	PBB	LEEWARD CC	DEANS OFFICE
LE	2012	09	OSHITA, ROBERT S	1	0080226T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LEEWARD CC	DEANS OFFICE
LE	2012	09	PATTI, JOSEPH S	1	0080118	INFO, EVENTS & PUBLICATIONS	THEATER/STAGE MGR	PBB	LEEWARD CC	SPECIAL PGMS
LE	2012	09	RANNEY, DONALD J JR	1	0080701	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	LEEWARD CC	SPECIAL PGMS
LE	2012	09	RIVERA, TOMI A P	1	0080693	MEDIA DESIGN & PRODUCTION	PUBLICATIONS SP	PBA	LEEWARD CC	PROVOSTS OFFICE

LE	2012	09	SIMON, ARIELLE L	1	0081848T	INFO, EVENTS & PUBLICATIONS	THEATER MANAGER, ASST	PBA	LEEWARD CC	THEATER
LE	2012	09	WHITEHEAD, SARAH Y.	1	0080873	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	LEEWARD CC	SPECIAL PGMS
LE	2012	09	WHITEHEAD, SARAH Y.	2	0078910T	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	LEEWARD CC	SPECIAL PGMS
MA	2012	09	DE COLIGNY, ASHLEY C	1	0079477T	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	ADMINISTRATION	AUXIL ENT
MA	2012	09	LOOK, PHYLLIS S K	1	0079251	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	ADMINISTRATION	AUXIL ENT
MA	2012	09	GREAVER, RICHARD WAYNE	1	0078466	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	C ARTS & HUM	THEATRE & DANCE DEPT
MA	2012	09	JACKSON, JENNIFER LEE	1	0079339	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C ARTS & HUM	PHILOSOPHY DEPT
MA	2012	09	KAWAOKA, GERALD R	1	0080700	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	C ARTS & HUM	THEATRE & DANCE DEPT
MA	2012	09	MYERS, MARTHA JEANNE	1	0080119	INFO, EVENTS & PUBLICATIONS	THEATER/STAGE MGR	PBB	C ARTS & HUM	THEATRE & DANCE DEPT
MA	2012	09	SCHAUER, HANNAH K	1	0081269	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	C ARTS & HUM	THEATRE & DANCE DEPT
MA	2012	09	TANG, DEBRA D	1	0077227T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C ARTS & HUM	HISTORY DEPT
MA	2012	09	CHIA, JAMES J.K.	1	0081841T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C OF BUS ADM	FIN ECON & INS DEPT
MA	2012	09	COELHO, KATHERINE ANN	1	0077876T	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBA	C OF BUS ADM	BUS ADM DEANS OFF
MA	2012	09	MIYAHIRA, LYNN K	1	0079472T	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	C OF BUS ADM	BUS ADM DEANS OFF
MA	2012	09	OMIYA, DOLLY M	1	0080354T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	C OF BUS ADM	BUS ADM DEANS OFF
MA	2012	09	WADA, KRISTINE A	1	0077878T	MEDIA DESIGN & PRODUCTION	MEDIA TECH SUPPORT SP	PBA	C OF BUS ADM	BUS ADM DEANS OFF
MA	2012	09	WATANABE, JAMIE	1	0078594T	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	C OF BUS ADM	BUS ADM DEANS OFF
MA	2012	09	CARINO, MICHELLE ANN B	1	0078735T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	C OF EDUC	EDUC TECHNOLOGY
MA	2012	09	EVELAND, MYA L	1	0079481T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	C OF EDUC	CTR ON DIS STUD/UAP
MA	2012	09	AALA, MYHRALIZA G	1	0079239	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	C OF ENGINRG	ENGINRG DEANS OFF
MA	2012	09	MATSUNAGA, ERIC R.	1	0078727	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	C OF ENGINRG	ENGINRG DEANS OFF
MA	2012	09	GARCIA, JENNIFER R	1	0079451T	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBA	C OF HLTH SCI & SW	SCH OF NURSG
MA	2012	09	LAURENCE, JOHN A	1	0079454T	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	C OF HLTH SCI & SW	SCH OF NURSG
MA	2012	09	PETERSON, KRISTIN M	1	0077096T	EVENTS & PUBLIC REL COORD	PUBLIC INFORMATION SP	PBA	C OF HLTH SCI & SW	SCH OF NURSG
MA	2012	09	SHELTON, TINA M.	1	0077985T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	C OF HLTH SCI & SW	SCH OF MED
MA	2012	09	TURNER, MARIAN D	1	0079013T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBA	C OF HLTH SCI & SW	SCH SOC WORK
MA	2012	09	YAMAMOTO, DESIREE L	1	0079635T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION OFF	PBB	C OF HLTH SCI & SW	SCH OF NURSG
MA	2012	09	CHEE, CLAYTON K T	1	0081520T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	C OF L L L	LANG TELECOMM CTR
MA	2012	09	MATSUEDA, PATRICIA T	1	0081933T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	C OF L L L	ENGLISH DEPT
MA	2012	09	SCHAB, STANLEY M	1	0080851	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	C OF L L L	LLL DEANS OFF
MA	2012	09	BAIN, FREDERIKA E	1	0081391	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	C OF TA & HR	COMMUNICATION SERVIC
MA	2012	09	HAKODA, MILES MORIO	1	0080586	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	C OF TA & HR	COMMUNICATION SERVIC
MA	2012	09	ABE, CAROL S	1	0081147	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	ABIANG, ARLENE C	1	0077451	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2012	09	AONO, LUCILLE C	1	0081191	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	BARBASA JR., SANTOS B	1	0080114	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBC	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	BRADSHAW, JOEL	1	0080105	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	BURDIOS, JON ANTHONY	1	0079489T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2012	09	CHANG, DIANE E	1	0081787	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2012	09	CHUN, CINDY E K C	1	0081074T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	CHUN, STEPHANIE W Y	1	0080115	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	CROSBY, PATRICIA E	1	0080104	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	DUNN, CHERYL J	1	0081257T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	FUJIMOTO, CLIFFORD K	1	0081678	MEDIA DESIGN & PRODUCTION	EDUCATIONAL SP	PBB	CHANCELLOR, UH MANOA	ACAD PERSONNEL
MA	2012	09	HIRASHIMA, STEVEN	1	0081428T	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	IKEDA, MASAKO K	1	0080099	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	KAJI, ELMER K JR	1	0078873	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	CHANCELLOR, UH MANOA	MANOA CHANCELLOR'S O
MA	2012	09	KAWAI, COLINS A	1	0080116	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	KELLEY, PAMELA W	1	0081797	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	KLECKNER, DYAN R	1	0081239	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2012	09	LITTLE, NADINE T	1	0081461T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	LUDEMAN, ANN M	1	0080113	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	MACDONALD, COLIN G R	1	0078574T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2012	09	MATSUO, JULIE S	1	0081062	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	MELTON, MAUREEN D	1	0081684T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	MURANAKA, ROYDEN T	1	0080337T	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	NAKAMURA, MARK E	1	0080687	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBB	CHANCELLOR, UH MANOA	ACAD PERSONNEL
MA	2012	09	NISHIMOTO, KIERA A	1	0077360T	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBA	CHANCELLOR, UH MANOA	UH PRESS
MA	2012	09	ORILLO-DONOVAN, TRACY	1	0080951	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS
MA	2012	09	SHIROTA, LISA M	1	0078138	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	CHANCELLOR, UH MANOA	COMMUNICATIONS

MA	2012	09	YAGIN, MARWEEN I.	1	0080688	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBB	CHANCELLOR, UH MANOA	ACAD PERSONNEL
MA	2012	09	GEDO, LAARNI C	1	0077160	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	CL A&S DEANS	A&S ACADEMIC AFF
MA	2012	09	BARRY, JOHN FREDERICK	1	0078241	INFO, EVENTS & PUBLICATIONS	SPORTS INFORMATION SP	PBA	INT ATHLETICS UHM	
MA	2012	09	INOUE, BRENT K	1	0081935	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBA	INT ATHLETICS UHM	
MA	2012	09	MANDICH, AARON S	1	0078267	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBA	INT ATHLETICS UHM	
MA	2012	09	METZGER, JAY K	1	0081382	INFO, EVENTS & PUBLICATIONS	SPORTS INFORMATION SP	PBA	INT ATHLETICS UHM	
MA	2012	09	NISHIMURA, KARA K	1	0080123	INFO, EVENTS & PUBLICATIONS	SPORTS INFORMATION SP	PBA	INT ATHLETICS UHM	
MA	2012	09	HEARON, JAMES CHASE	1	0078954	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	LIBRARY SERV	SINCLAIR LIBRARY
MA	2012	09	SKILLMAN-KASHYAP, TERI	1	0077456T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	LIBRARY SERV	HAMILTON LIBRARY
MA	2012	09	WEATHERL, ALEXIS A	1	0080989	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	LIBRARY SERV	SINCLAIR LIBRARY
MA	2012	09	ARIYOSHI, WENDE C.	1	0078775T	INFO, EVENTS & PUBLICATIONS	GRAPHIC DESIGNER	PBA	OUTREACH COLLEGE	
MA	2012	09	BRANDMAN, ANN D	1	0081058T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	OUTREACH COLLEGE	
MA	2012	09	LEE, NATALIE M	1	0080503	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBB	OUTREACH COLLEGE	
MA	2012	09	BAYS, BROOKS G JR	1	0081585T	INFO, EVENTS & PUBLICATIONS	SCIENTIFIC ILLUSTRATOR	PBB	RES & DEAN OF GRAD D	SCH O&ES&T
MA	2012	09	CHEPLIC, BRYAN T	1	0079508T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	RES & DEAN OF GRAD D	CANCER CT HI
MA	2012	09	CUTITTA, JACY J	1	0079530T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	RES & DEAN OF GRAD D	WAIKIKI AQU
MA	2012	09	DUDOCK, HEATHER D.K.	1	0079569T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	RES & DEAN OF GRAD D	SCH O&ES&T
MA	2012	09	FOLEY, MARY LOUISE	1	0078565T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	RES & DEAN OF GRAD D	WAIKIKI AQU
MA	2012	09	FUJITANI, RAINA K. M.	1	0078682T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	RES & DEAN OF GRAD D	WAIKIKI AQU
MA	2012	09	GOOD, LOUISE H	1	0080948T	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	RES & DEAN OF GRAD D	INST FOR AST
MA	2012	09	HIRAKAWA, PATRICIA	1	0081696T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	RES & DEAN OF GRAD D	WATR R R CTR
MA	2012	09	IGE, KELSEY ERIN	1	0077674T	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBA	RES & DEAN OF GRAD D	WAIKIKI AQU
MA	2012	09	KAM, APRIL WUI LIN	1	0081595	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	RES & DEAN OF GRAD D	WATR R R CTR
MA	2012	09	LODIS, LINDSAY R	1	0079531T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	RES & DEAN OF GRAD D	WAIKIKI AQU
MA	2012	09	SHIGEMASA, SHARON R.	1	0080370	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	RES & DEAN OF GRAD D	CANCER CT HI
MA	2012	09	STRELOW, LORI ANN	1	0079581	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	RES & DEAN OF GRAD D	CANCER CT HI
MA	2012	09	BASILIO, MARNELLI J	1	0079214T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	SCH OF LAW	LAW DEANS OFF
MA	2012	09	SMITH, HEATHER L.	1	0079045T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	SCH OF LAW	LAW DEANS OFF
MA	2012	09	FUJIMOTO, JULIE MICHIE	1	0079104T	INFO, EVENTS & PUBLICATIONS	ACADEMIC SUPPORT SP	PBA	SCH OF PAC & ASIAN S	SPAS DEANS OFF
MA	2012	09	MACMILLAN, MICHAEL E.	1	0079160	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	SCH OF PAC & ASIAN S	CTR KOREAN STU
MA	2012	09	RENSEL, JANET	1	0081487	INFO, EVENTS & PUBLICATIONS	EDITOR	PBB	SCH OF PAC & ASIAN S	CTR PAC ISLANDS STU
MA	2012	09	CHING, KEVIN KA LONG	1	0077077T	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBA	STUDENT AFFAIRS	DN S & S SVS
MA	2012	09	SIMON, ELIZABETH A	1	0079606T	MULTIMEDIA SPECIALIST	PUBLIC INFORMATION SP	PBB	STUDENT AFFAIRS	STUJDT EQUITY EXC & D
MU	2012	09	BEATTIE, NICOLE E	1	0079188T	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	MAUI COLLEGE	PROVOSTS OFFICE
MU	2012	09	GRAY, JEREMY B	1	0081007	MEDIA DESIGN & PRODUCTION	MEDIA TECH SUPPORT SP	PBA	MAUI COLLEGE	DEANS OFFICE
MU	2012	09	MIZOMI, TODD K	1	0081026	MEDIA DESIGN & PRODUCTION	MEDIA TECH SUPPORT SP	PBA	MAUI COLLEGE	DEANS OFFICE
MU	2012	09	REECE, DEANNA M K	1	0080436	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	MAUI COLLEGE	DEANS OFFICE
SW	2012	09	AQUINO, ERICA A	1	0080783	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2012	09	BALDWIN, MATTHEW LEE	1	0080117T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2012	09	BASA, ERIC T.	1	0081528	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2012	09	BORGIOLI, LEIANNA A.L.	1	0077135	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2012	09	JITCHAKU, CHRISTOPHER	1	0081705T	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2012	09	KANG, JUN	1	0080775	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2012	09	KAWADA, CATHERINE A	1	0081105	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	ADMINISTRATION	INFO TEC SVC
SW	2012	09	MORIYAMA, SANDRA	1	0078197	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2012	09	PARCON, MATT D.	1	0081356	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBB	ADMINISTRATION	INFO TEC SVC
SW	2012	09	RICHARDSON, RENEE M.	1	0080785	MEDIA DESIGN & PRODUCTION	MEDIA SPEC	PBA	ADMINISTRATION	INFO TEC SVC
SW	2012	09	WISS, LARRY N	1	0080274	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	ADMINISTRATION	INFO TEC SVC
SW	2012	09	DOI, STEPHAN H.	1	0081167T	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	EXEC VP FOR ACAD AFF	POLICY OFF
SW	2012	09	YAMASHIGE, TERI MAY	1	0078645T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	EXEC VP FOR ACAD AFF	OFF EXEC VP ACAD AFF
SW	2012	09	KIDO, KENDALL HISASHI	1	0077546T	MEDIA DESIGN & PRODUCTION	MEDIA TECH SUPPORT SP	PBA	RES & DEAN OF GRAD D	OFF VP RESEARCH
SW	2012	09	OMURA, ROBERT K	1	0079340T	MEDIA DESIGN & PRODUCTION	MEDIA TECH SUPPORT SP	PBA	RES & DEAN OF GRAD D	OFF VP RESEARCH
SW	2012	09	ROSEN, JACOB R	1	0079341T	MEDIA DESIGN & PRODUCTION	MEDIA TECH SUPPORT SP	PBA	RES & DEAN OF GRAD D	OFF VP RESEARCH
SW	2012	09	TSURU, PETER S	1	0081623	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBB	STATE OFF FOR VOC ED	ST DIR OFF
SW	2012	09	BONILLA, KRISTEN K. C.	1	0080392	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2012	09	CHUN, JOYCE M	1	0013894	SECRETARY IV		SR18	UNIVERSITY RELATIONS	OFF VP U REL
SW	2012	09	CHUN, LAURA L W C	1	0081168	INSTITUTIONAL SUPPORT	GOVERNMENT RELATIONS SP	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2012	09	DODO, SHERRIE L	1	0081264	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBB	UNIVERSITY RELATIONS	MEDIA PRODUCTION DEP
SW	2012	09	HAKODA, JOY S	1	0080251	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBB	UNIVERSITY RELATIONS	MEDIA PRODUCTION DEP
SW	2012	09	KIM, STEPHANIE C. S.	1	0077927	INSTITUTIONAL SUPPORT	GOVERNMENT RELATIONS SP	PBC	UNIVERSITY RELATIONS	OFF VP U REL

SW	2012	09	KUTARA, DEBBIE E	1	0080429	INSTITUTIONAL SUPPORT	PROC/PROP MGT SP	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2012	09	LEONG, JOANNE C.	1	0081716	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBC	UNIVERSITY RELATIONS	OFF VP U REL
SW	2012	09	MATSUSHIMA, TRACY R.	1	0081373	INFO, EVENTS & PUBLICATIONS	PUBLICATIONS SP	PBA	UNIVERSITY RELATIONS	MEDIA PRODUCTION DEP
SW	2012	09	MEISENZAH, DANIEL T.	1	0089350	UNIV & COMM RELATIONS PROG OFF		12	UNIVERSITY RELATIONS	MEDIA PRODUCTION DEP
SW	2012	09	ONGLEY, JEELA G	1	0080124	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	UNIVERSITY RELATIONS	MEDIA PRODUCTION DEP
SW	2012	09	TABUSA, ROWEN S	1	0081780	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBB	UNIVERSITY RELATIONS	MEDIA PRODUCTION DEP
SW	2012	09	TRIFONOVITCH, KELLI K	1	0079632	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	UNIVERSITY RELATIONS	
SW	2012	09	VAZQUEZ, NORMA	1	0006345	SECRETARY II		SR14	UNIVERSITY RELATIONS	MEDIA PRODUCTION DEP
SW	2012	09	WATERS, LYNNE TURNER	1	0089002	ASSOCIATE VICE PRESIDENT		14	UNIVERSITY RELATIONS	OFF VP U REL
SW	2012	09	WATLAND, ROBERT K	1	0081706	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	UNIVERSITY RELATIONS	OFF VP U REL
SW	2012	09	WATSON, CLIFFORD D. II	1	0080988	MEDIA DESIGN & PRODUCTION	VIDEOGRAPHER	PBB	UNIVERSITY RELATIONS	MEDIA PRODUCTION DEP
WI	2012	09	BEATSON, BONNIE JEAN	1	0077248	INFO, EVENTS & PUBLICATIONS	MARKETING SPECIALIST	PBB	WINDWARD CC	PROVOSTS OFFICE
WI	2012	09	DOAN, ROBERT A	1	0077957	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	WINDWARD CC	PUBLIC SERV
WI	2012	09	DOAN, ROBERT A	2	0079368T	MEDIA DESIGN & PRODUCTION	THEATER TECHNICIAN	PBB	WINDWARD CC	PUBLIC SERV
WI	2012	09	HOLOWACH, THOMAS W	1	0077956	INFO, EVENTS & PUBLICATIONS	THEATER/STAGE MGR	PBB	WINDWARD CC	PUBLIC SERV
WI	2012	09	LAYCHAK, MARY E	1	0078373	INFO, EVENTS & PUBLICATIONS	THEATER/STAGE MGR	PBA	WINDWARD CC	DIRECTOR
WI	2012	09	OWEN, PETER TULLY	1	0078258	MEDIA DESIGN & PRODUCTION	GRAPHIC DESIGNER	PBA	WINDWARD CC	PROVOSTS OFFICE
WO	2012	09	CHAVES, GARRETT D	1	0077278T	MEDIA DESIGN & PRODUCTION	DISTNC LRNG & INST TEC MGR	PBB	UH AT WEST OAHU	ADMINISTRATIVE SVC
WO	2012	09	KOMEIJI, KALOWENA C	1	0078236T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBC	UH AT WEST OAHU	
WO	2012	09	REYES, LYNN K	1	0079434T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBA	UH AT WEST OAHU	ADMINISTRATIVE SVC
WO	2012	09	YUEN, JULIE KYF	1	0078688T	INFO, EVENTS & PUBLICATIONS	PUBLIC INFORMATION SP	PBB	UH AT WEST OAHU	