

NOTICE OF BOARD OF REGENTS' MEETING

Board business not completed on this day will be taken up on another day and time announced at the conclusion of the meeting.

Date: Thursday, August 21, 2014

Time: 9:15 a.m.

**Place: Windward Community College
45-720 Kea'ahala Road
Hale Akoakoa 101, 103
Kaneohe, Hawai'i 96744**

AGENDA

- I. Call Meeting to Order**
- II. Approval of Minutes of the June 2, 2014 Special Meeting and the July 17, 2014 Meeting**
- III. Public Comment Period:** Individuals may testify on items on this agenda during the Public Comment Period. Individuals providing oral testimony will be requested to sign up at the meeting. Written testimony is also accepted upon posting of this Agenda and up to 24 hours in advance of the meeting time, via email at bor@hawaii.edu or hand-delivery or mail to the address above. Late written testimony will be made available to the Board within 24 hours. Individuals testifying at the meeting are requested to limit their testimony to three (3) minutes.
- IV. Report of the President**
- V. Report of the University of Hawai'i Foundation**
- VI. Report on Gifts, Grants and Contracts [Attachment A-1 (For Information Only), and A-2 (For Approval)]**
- VII. Committee Reports**
 - A. Report from the Committee on Academic Affairs
 - B. Report from the Committee on Community Colleges
 - C. Report from the Committee on Independent Audit
 - D. Report from the Committee on Intercollegiate Athletics
 - E. Report from the Committee on Personnel Affairs
 - F. Report from the Committee on Planning & Facilities
 - G. Report from the Committee on Student Affairs

VIII. Items for Discussion and Board Action

A. For Approval by Consent Agenda

University of Hawai'i System

1. Capital Improvements Program and Repairs and Maintenance Project Contracts for Fiscal Year 2014-2015

University of Hawai'i at Mānoa

2. New Provisional Degree, Bachelor of Arts in Astronomy and Bachelor of Science in Astrophysics, College of Natural Sciences and Institute for Astronomy
3. Change from Provisional to Established Status, Bachelor of Business Administration in Entrepreneurship, Shidler College of Business
4. Honorary Doctorate of Humane Letters to Carol Burnett

University of Hawai'i at Hilo

5. Provisional Masters in Heritage Management to be Offered through the Department of Anthropology
6. Change of Status from "Provisional" to "Established" for the PharmD Degree offered at The Daniel K. Inouye College of Pharmacy

University of Hawai'i Community Colleges

7. Windward CC: Change from Provisional to Established Status, Certificate of Achievement in Agripharmatech

B. Board of Regents

8. Approval of Resolutions in Appreciation and Recognition of Regent Carl Carlson, Regent John Dean, Regent Saedene Ota, and Regent Tom Shigemoto
9. Appointments for Task Groups: Research and Innovation and UH West O'ahu Land Planning

IX. Executive Session (closed to the public):

A. Personnel Actions Related to the Following Positions: (*To discuss the following personnel matters pursuant to HRS §92-5(a)(2)*)

1. Appointment of Interim Chancellor for UH Mānoa
2. Discussion of Personnel Actions (Attachments B-1 and B-2)

X. Personnel Actions

- A. Appointment of Interim Chancellor for UH Mānoa
- B. Attachments B-1 (For approval), B-2 (Information only)

XI. Announcements

Board Retreat Date: November 7, 2014, 8am – 5pm; Location TBD
Next Meeting: September 25, 2014 at UH West O'ahu

XII. Adjournment

Extramural Sponsor Awards Monthly Summary

<u>Program Type</u>	Jul 31, 2014		Jul 31, 2013	
	<u>Count</u>	<u>Amount</u>	<u>Count</u>	<u>Amount</u>
Non-Research	81	\$32,319,599	78	\$23,194,480
Research	118	\$37,883,002	83	\$15,031,802
<u>Total</u>	<u>199</u>	<u>\$70,202,601</u>	<u>161</u>	<u>\$38,226,282</u>

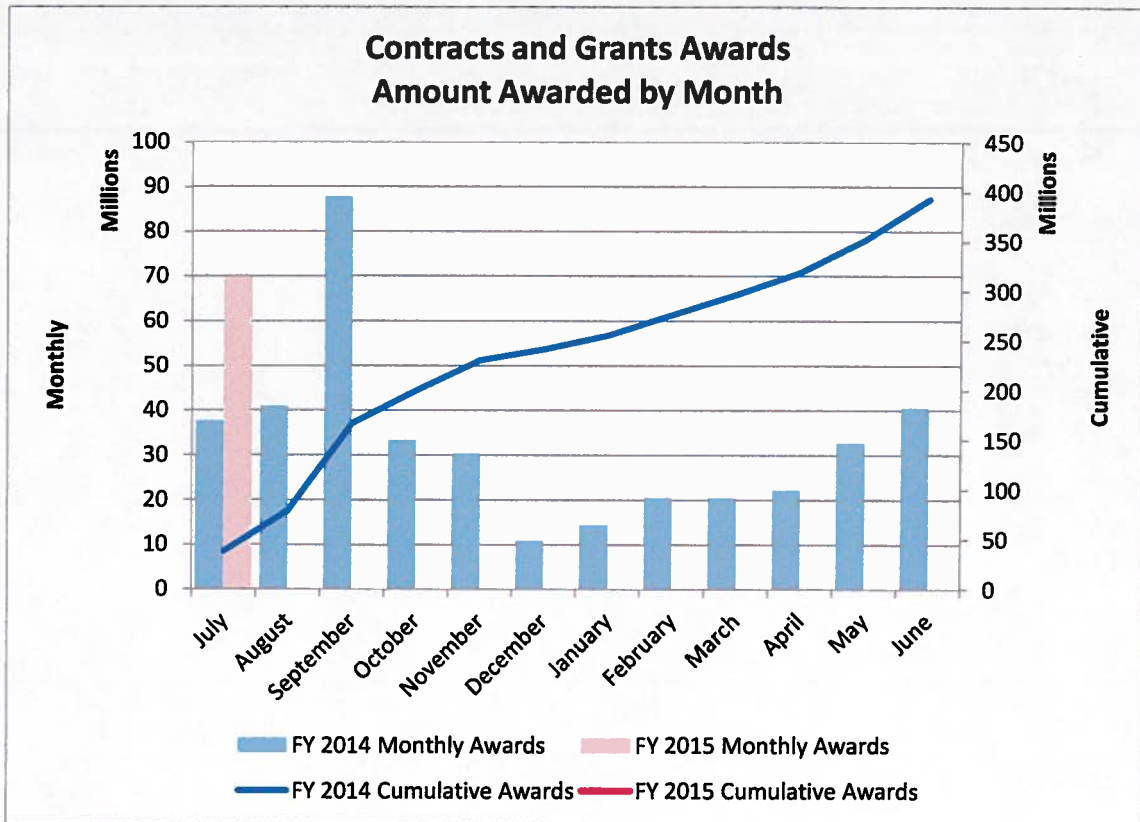
Note: The detailed award listing is available at:

<http://www.ors.hawaii.edu/index.php/bor-reports>

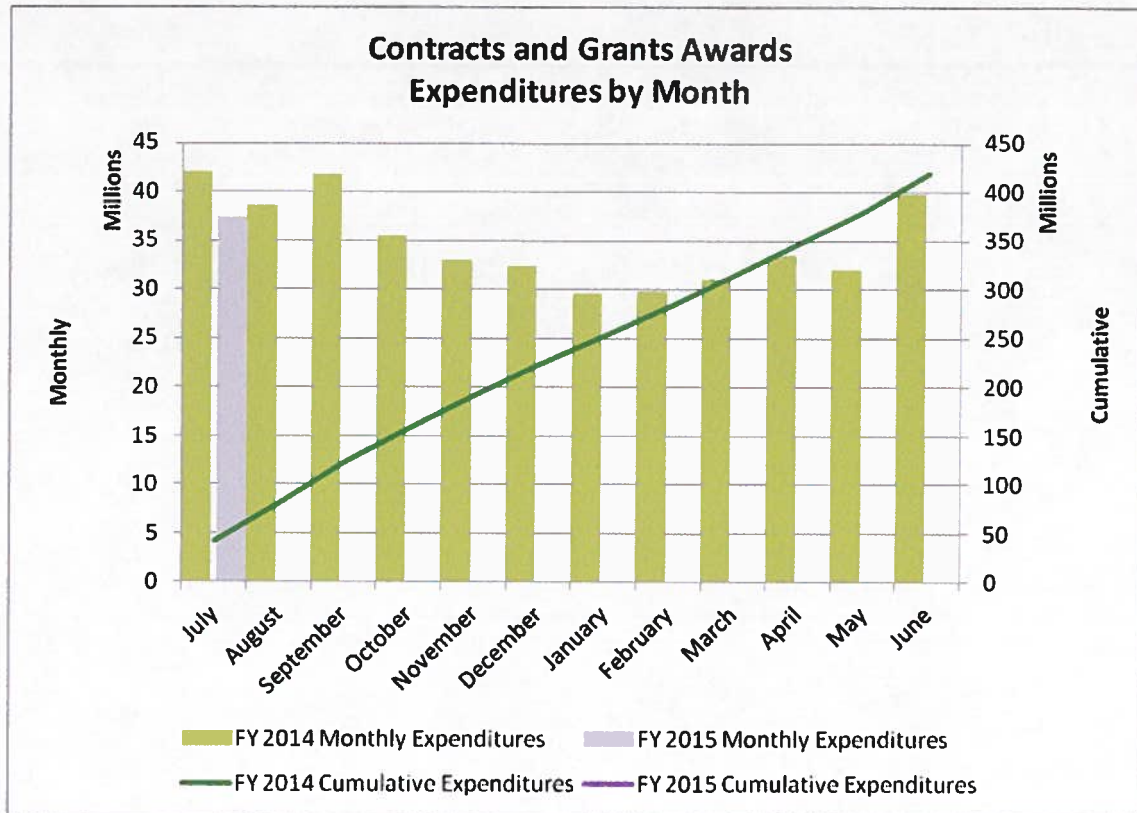
The FY 2014 year-to-date total was: \$37,706,614

The unofficial FY 2015 year-to-date total is: \$69,791,237

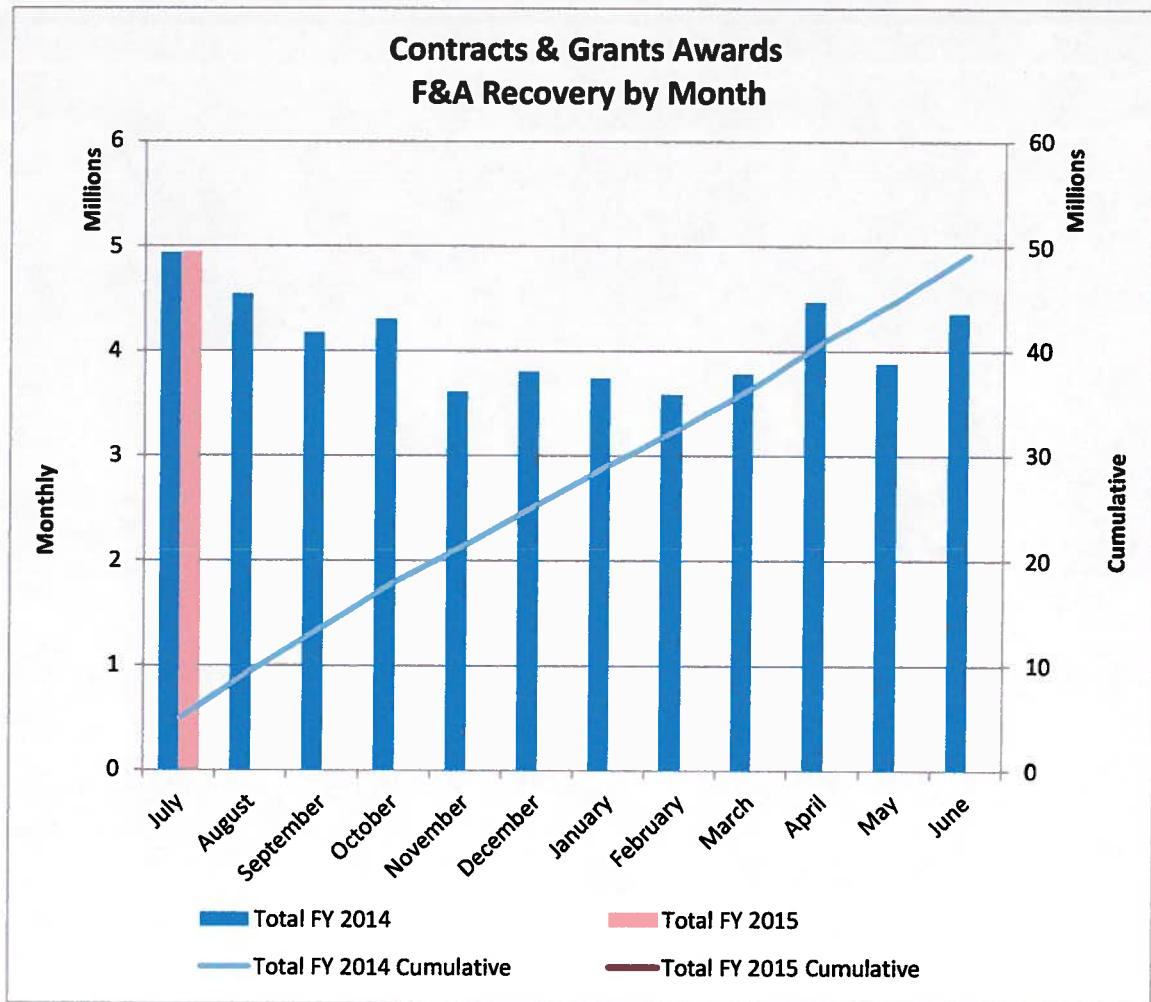
Contracts and Grants Awards
As of July 31, 2014



Contracts and Grants – Expenditures
As of July 31, 2014



Contracts and Grants Awards – F&A Recovery
As of July 31, 2014



**Summary of Consent Agenda for Indemnity Provisions
Attachment**

Indemnity Provisions - University of Hawai'i ("University") and the Argonne National Laboratory ("Argonne")

Pursuant to Hawai'i Revised Statutes Section 304A-110, the University's Office of the Vice President for Research and Innovation and its Office of Research Services request that the Board of Regents approve and agree to, on behalf of the University, the proposed indemnity obligations in favor of Argonne, the University research sponsor, all as set forth and contained in the Agreement between the University and Argonne.

Principal Investigator Dr. Pavel V. Zinin ("PI") is a member of the University faculty affiliated with the School of Ocean and Earth Science and Technology. The PI was awarded a grant from the National Science Foundation ("NSF") that requires the use of a Laser Sonic Instrument located at Argonne. Argonne requires its Agreement to be executed prior to the PI and any other UH Personnel from using their facilities and equipment. Upon successful execution, Argonne's User Agreement would provide UH Personnel access to Argonne for a term of five years.

The PI would use Argonne's Laser Sonic Instrument in order to conduct necessary experiments on certain earth materials.

The Agreement contains three indemnity provisions which run in favor of Argonne and the U.S. government: 1) product indemnity requires the University to indemnify and hold harmless Argonne and the U.S. government against all liabilities, claims, damages, costs, and expenses related to the making, using, or selling of products, processes, or services as a result of the research; 2) general indemnity requires the University to indemnify and hold harmless Argonne and the U.S. government against all liabilities, claims, damages, costs, and expenses for injury to death of persons, or damages to or destruction of property caused by or contributed to the negligence or intentional misconduct of the University or its employees or representatives during the performance of the research; and 3) patent and copyright indemnity requires the University to indemnify and hold harmless Argonne and the U.S. government against all liabilities, claims, damages, costs, and expenses for infringement of U.S. patent or copyright arising out of any acts required or directed or performed by the University under the Agreement.

The PI will not make, use, or sell any products, processes, or services from the work derived from this research. The proposed research has minimal associated risks, and the PI's work has never resulted in the injury to or death of persons, or damage to or destruction of property. The PI has not been approached regarding or involved in any patent or copyright infringement claim relating to projects that he has worked on. The PI does not anticipate the use of existing copyright or intellectual property in the course of this research. Given these facts, it is requested that the Board of Regents, in accordance with Hawai'i Revised Statutes section 304A-110, approve and agree to the above described indemnity provisions contained in the Agreement in favor of Argonne and the U.S. government, as the University's research sponsor.

Consent Agenda for Indemnity Provisions Attachment

Agreement between the University of Hawai'i and the UChicago Argonne, LLC; Non-Proprietary User Agreement No. 4140

Pursuant to Hawai'i Revised Statutes section 304A-110, the University's Office of the Vice President for Research and Innovation and its Office of Research Services (collectively "VPRI/ORS") request that the Board of Regents approve and agree to, on behalf of the University of Hawai'i ("University"), the proposed indemnity obligations in favor of Argonne, the University research sponsor, all as set forth and contained in the Argonne User Agreement ("Agreement").

Background

Principal Investigator Dr. Pavel V. Zinin ("PI") is a member of the University faculty affiliated with the School of Ocean and Earth Science and Technology. The PI submitted a proposal to the National Science Foundation ("NSF") to conduct research that requires the use of equipment and facilities at Argonne. Argonne requires its Agreement to be executed prior to the PI using their facilities. The PI and Tayro Acosta, a graduate student, intend to conduct the research using Argonne's equipment and facilities under the guidance and supervision of Argonne personnel, dependent on approval of the proposal and availability of the facilities.

The PI and Ms. Acosta ("UH Personnel") would use Argonne's Laser Sonic Instrument to conduct experiments on Diamond Anvil Cells ("DAC") containing materials of interest in earth sciences. The Laser Sonic Instrument to be used is a unique piece of equipment and not accessible to UH Personnel on campus. UH Personnel would be responsible for packing the materials to be experimented on and shipped to Argonne ahead of the personnel via FedEx or UPS. All UH Personnel are required to fulfill Argonne's safety training requirements before being allowed to use Argonne equipment.

Indemnity Provisions

The Agreement contains three indemnity provisions affecting University (referred to as "USER" in provisions below) (noted in **bold type**) which run in favor of Argonne (referred to as "CONTRACTOR" in provisions below), Argonne's National Laboratory ("Laboratory"), and the U.S. government ("Government") and read as follows:

Article VII. INDEMNITY AND LIABILITY

- A. Personnel Relationships** - USER shall be responsible for the acts or omissions of Participants.
- B. Product Liability** - To the extent permitted by U.S. Federal law and U.S. State law of USER, if USER utilizes the work derived from this Agreement in the making, using, or selling of a product, process or service, then USER hereby agrees to hold harmless and indemnify CONTRACTOR and the United States Government, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including attorney fees, for injury to or death of persons, or

damage to or destruction of property, as a result of or arising out of such utilization of the work by or on behalf of USER, its assignees or licensees.

- C. General Indemnity - To the extent permitted by U.S. Federal law and U.S. State law of USER, USER hereby agrees to indemnify and hold harmless CONTRACTOR and the United States Government, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including attorney fees, for injury to or death of persons, or damage to or destruction of property, to the extent such liability, claims, or damages is caused by or contributed to the negligence or intentional misconduct of USER or its employees or representatives during the performance of the work under this Agreement.**
- D. Patent and Copyright Indemnity-Limited - To the extent permitted by U.S. Federal law and U.S. State law of USER, USER shall fully indemnify the Government and CONTRACTOR and their officers, agents, and employees for infringement of any United States patent or copyright arising out of any acts required or directed or performed by USER under this Agreement to the extent such acts are not normally performed at the User Facility.**
- E. The liability and indemnity provisions in paragraphs B, C and D above shall not apply unless USER shall have been informed as soon as practicable by CONTRACTOR or the Government of the suit or action alleging such infringement, and such indemnity shall not apply to a claimed infringement that is settled without the consent of USER unless required by a court of competent jurisdiction.

Justification

The above provisions, or similarly worded ones, included in the User Agreement were included in prior User Agreements, for other National Laboratories including Argonne, and previously approved by the BOR. The PI will not make, use, or sell any products, processes, or services, and does not foresee future utilization by assignees or licensees to make, use, or sell products, processes, or services from the work derived from this research.

In addition, the PI and the UH Personnel who are going to be using the Laser Sonic Instrument have worked at Argonne and used the Laser Sonic Instrument in the past. They have also packed and shipped materials in the past to Argonne for the purposes of testing in the past. All work described, except for the packing and shipping, would be performed in the Argonne National Laboratory. There has never been any injury, damage or destruction of property in prior instances of using the Laser Sonic Instrument at Argonne or from the packing and shipping of materials to Argonne. The proposed research has minimal associated risks, and the PI's work has never resulted in the injury to or death of persons, or damage to or destruction of property. VPRI/ORS believes that in this case, the likelihood of anyone filing a claim against the University regarding product or general liability is negligible.

The PI has indicated that he has not been approached regarding or involved in any patent or copyright infringement claim relating to projects that he has worked on. The PI does not anticipate the use of existing copyright or intellectual property in the course of this research. VPRI/ORS believes that in this case, the likelihood of anyone filing a claim against the University regarding patent or copyright infringement is negligible.

Additionally, the benefits to the University and the State of Hawaii are deemed invaluable. The State of Hawaii and the University benefit from University's ability to use such a unique and important instrument as available at the Argonne National Laboratories and the ability to conduct research activity is otherwise not capable without such access. VPRI/ORS believes that such involvement directly boosts the academic standing and ranking of the University, which in turn can lead to increased extramural funding.

As the probability of any adverse outcome from the indemnity and hold harmless terms is extremely low, it is requested that the Board of Regents, in accordance with Hawai'i Revised Statutes Section 304A-110, and approve and agree to the above described indemnity and hold harmless provisions contained in the User Agreement in favor of Argonne as the University's research sponsor.

B-1 Personnel Actions.

UNIVERSITY OF HAWAI'I AT MĀNOA

Executive/Managerial

BLEY-VROMAN, ROBERT W.
Interim Chancellor
Office of the Chancellor
Appointment
\$22,918 per month
September 1, 2014 – August 31, 2015

GRACE, JACK KENNETH JR.
Associate Dean (Research)
College of Tropical Agriculture and Human Resources
Multi-year Appointment
\$14,166 per month
August 22, 2014 – August 21, 2017

NACHTIGALL, PAUL
Interim Director of Research Institute (Hawai'i Institute of Marine Biology)
School of Ocean and Earth Science and Technology
Appointment
\$15,750 per month
September 1, 2014 – August 31, 2015

SHABAZZ, ROXIE M.
Assistant Vice Chancellor (Enrollment Management and Director of Admissions)
Office of the Vice Chancellor for Students
Multi-year Appointment
\$14,334 per month
September 25, 2014 – September 24, 2017

TAYLOR, BRIAN
Interim Vice Chancellor for Research
Office of the Vice Chancellor for Research
Reappointment
\$26,750 per month
September 6, 2014 – September 5, 2015

COMMUNITY COLLEGES

Professor or Equivalent

DOBSON, MARY JANE
Professor
Leeward Community College
Emerita
Upon Board Approval

WEHRMAN, STEPHEN
Professor
Kapi'olani Community College
Emeritus
Upon Board Approval

Recommendation: That the Board approve the personnel actions as recommended.

David Lassner
President

- B-2 Pursuant to Act 6, Special Session 2008 (SB 2263), the following proposed compensation actions for excluded executives and managers are disclosed for purposes of public comment.

UNIVERSITY OF HAWAI'I AT MĀNOA

Executive/Managerial

ANZAI, LAUREN
Interim Director of Administrative Services
Institute for Astronomy
Appointment
\$8,834 per month
August 22, 2014 – August 21, 2015

REEVES, CYNTHIA
County Administrator (Maui County)
College of Tropical Agriculture and Human Resources
Multi-year Appointment
\$10,834 per month
September 16, 2014 – September 15, 2017

COMMUNITY COLLEGES

Executive/Managerial

MOTO, BRIAN T.
Interim Assistant to Senior Executive
Maui College
Appointment
\$7,166 per month
September 1, 2014 – June 30, 2015

UWONO KOIKE, DEETTE
Interim Dean of Student Services
Honolulu Community College
Appointment
\$7,750 per month
August 22, 2014 – June 30, 2015