**SERVICE AGREEMENT**

Agreement No. [NUMBER]

THIS SERVICE AGREEMENT (“**Agreement**”), is entered into by and between [SPONSOR LEGAL NAME], [a/AN Entity Type and Jurisdiction] with its principal place of business located at [Address] (“**Sponsor**”), and Boise State University, a State of Idaho public institution of higher education located at 1910 University Drive, Boise, Idaho 83725-1135 ("**University**"). Sponsor and University may be collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

WHEREAS, University is a Metropolitan Research University with experience and resources in a field of mutual interest between University and Sponsor; and

WHEREAS, the Sponsor desires certain services to be performed in accordance with the terms of this Agreement and the Scope of Work**—**Services in Exhibit A of this Agreement, attached hereto and incorporated herein by this reference (the “**Services**”); and

WHEREAS, the performance of the Services is consistent, compatible, and beneficial to the academic role and mission of University; and

WHEREAS, the Parties wish to further define their relationship through the use of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual promises hereinafter contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. SERVICES: University agrees to perform the Services.

B. TERM: This Agreement shall be effective commencing on [DATE] (the “**Effective Date**”) and shall terminate on [DATE] unless sooner terminated as provided herein or extended by written agreement of the Parties (the “**Term**”).

C. PAYMENT: Sponsor agrees to pay University for the performance of the Services a firm fixed price amount of *[WRITTEN DOLLAR AMOUNT and XX/100ths Dollars*] ($[AMOUNT]) (the “**Total Agreement Price**”), payable as follows: (1) fifty percent (50%) ($[AMOUNT]) due and payable to University immediately upon execution of the Agreement and receipt of University’s invoice; (2) forty percent (40%) ($[AMOUNT]) due and payable to University on or about [DATE] (approximately mid-project) upon receipt of University’s invoice; and (3) ten percent (10%) ($[AMOUNT]) upon University’s substantial completion of the Services and receipt of University’s invoice. All of University’s obligations under this Agreement shall be automatically tolled if payment is not received by University in accordance with the due dates listed herein. Payments not received by University within thirty (30) days of the due date(s) are considered past due.

Sponsor understands and expressly agrees this is a firm fixed price Agreement. University is under no obligation to provide Sponsor with any kind of financial reporting, supporting documentation, or justification of expenditures made in the performance of the Services as a condition of payment. University will not request additional funds if University’s cost to complete the Services exceeds the Total Agreement Price, and no portion of the Total Agreement Price will be returned to Sponsor upon University’s completion of the Services (even if University’s cost to complete the Services is less than expected).

D. REPORTING REQUIREMENTS: University will provide reports, if any, in accordance with the Scope of Work**—**Services.

E. CONFIDENTIALITY:

1. These confidentiality terms shall apply to all proprietary and confidential information disclosed by a disclosing party (“**Disclosing Party**”) to a receiving party (“**Receiving Party**”) on or after the Effective Date, whether orally or in writing, including with respect to Disclosing Party’s business, operations, and technologies (all, collectively, “**Confidential Information**”). Any third-party proprietary and confidential information properly disclosed by Disclosing Party to Receiving Party under this Agreement shall be considered Confidential Information of Disclosing Party and shall be subject to all of the restrictions on disclosure contained herein. Confidential Information shall be marked “Confidential” or with a similar legend at the time of disclosure. In the case of Confidential Information disclosed orally or in a manner that cannot be marked, such information must be clearly identified as confidential at the time of disclosure and shall remain Confidential Information for thirty (30) calendar days after disclosure; thereafter, such information shall remain Confidential Information only if, to the extent reasonably practicable, Disclosing Party has summarized and identified it as such in writing to Receiving Party. Notwithstanding the foregoing, if such disclosure is made in the context of a limited-participation meeting or virtual meeting so that Receiving Party has been provided an opportunity to clarify or verify whether such information is proprietary or confidential, the failure to mark, summarize, or identify in writing Confidential Information shall not compromise or alter protections afforded to such information if a reasonable person would recognize, based on the content, facts, and circumstances surrounding its disclosure, such information to be proprietary or confidential.
2. Confidential Information shall not include any information which Receiving Party can establish by competent written proof:
3. was in the public domain upon execution of this Agreement or comes into the public domain during the Term of this Agreement through no fault of Receiving Party;
4. was known to Receiving Party prior to execution of this Agreement and was not acquired, directly or indirectly, from Disclosing Party or from a third party under a continuing obligation of confidentiality or limited use;
5. was independently developed by Receiving Party without substantive knowledge of or assistance from the Confidential Information; or
6. was lawfully disclosed to Receiving Party from a third party who did not require Receiving Party to hold it in confidence or limit its use and who did not acquire it, directly or indirectly from Disclosing Party under a continuing obligation of confidentiality.
7. Receiving Party will not use any Confidential Information of Disclosing Party for any reason other than in furtherance of the Services without the prior written consent of Disclosing Party. Receiving Party has not and will not disclose the Confidential Information of Disclosing Party, except as is expressly authorized in writing by Disclosing Party. Receiving Party may disclose the Confidential Information of Disclosing Party to its own employees and, pursuant to the requirements of this paragraph, employees of its Affiliates (defined below) assisting in making an evaluation of the Confidential Information in furtherance of the Services; *provided*, however, that such employees are advised of the confidentiality and non-use obligations hereunder. “**Affiliate(s)**” means any legal entity that directly or indirectly controls a Party (hereinafter “**Parent Company**”), or is controlled by a Party or its Parent Company. “**Control**” means direct or indirect ownership of more than fifty percent (50%) of the stock of such entity, or more than a fifty percent (50%) interest, direct or indirect, in the decision-making authority of such entity. In no event will Receiving Party disclose Confidential Information to third parties unless it obtains the prior written consent of Disclosing Party. Prior to any such disclosure to a third party or to an Affiliate, Receiving Party shall first obtain a written non-disclosure agreement from such third party or Affiliate containing terms and conditions substantially similar to those set forth herein. If requested, a copy of such executed agreement will be provided to Disclosing Party.

In handling Confidential Information, Receiving Party covenants and agrees (a) to use the same care and discretion as it employs with its own proprietary/confidential information (but in no event less than reasonable care and discretion) to prevent disclosure, publication, or dissemination of Confidential Information, and (b) except as permitted pursuant to this Agreement, not to use, duplicate, reproduce, copy, reverse engineer, distribute, disclose, or otherwise disseminate Confidential Information.

If Receiving Party is legally required by court order, law, or other governmental regulation or authority to disclose certain Confidential Information received from Disclosing Party, such disclosure should, if reasonably practicable, be made only after giving written notice to Disclosing Party of such legal requirement plus a reasonable opportunity for Disclosing Party to object to such disclosure and to seek a protective order at Disclosing Party's expense; and in any extent, the disclosure shall be limited to only that portion of Confidential Information which is legally required to be disclosed.

1. Notwithstanding any other provision of this Agreement, Receiving Party may retain one (1) copy of the Disclosing Party’s Confidential Information in its confidential files for the sole purpose of establishing compliance with the terms hereof.

F. PUBLICATION: University, as an Idaho public institution of higher education, engages only in research that is compatible, consistent, and beneficial to its academic role and mission. Therefore, significant results of the Services must be reasonably available for publication. The Parties acknowledge that both Parties shall have the right to publish results. The Parties agree that any Confidential Information supplied to one Party by the other Party during the Term will not be included in any published material without prior approval from the other Party. Each Party shall submit to the other Party, for the sole purpose of providing non-binding comments, a copy of any proposed publication or other presentation of the results of this Agreement at least thirty (30) days prior to the date of submission for the publication or other presentation. If the publishing Party (“**Publishing Party**”) receives no response from the other Party within ten (10) days after the date such materials are submitted to the other Party, Publishing Party may proceed with the publication or presentation without delay. If the other Party gives written notice to Publishing Party that the proposed publication or presentation may contain potentially patentable subject matter, Publishing Party shall delay such publication or presentation for a period not to exceed sixty (60) days for the purpose of filing patent applications.

Results under this Agreement are not intended to imply University endorsement of a particular political candidate, political view, or any commercial or non-commercial product. Sponsor’s citation of University’s results under this Agreement must include a disclosure of Sponsor’s financial support to University for the performance of the Services.

G. INTELLECTUAL PROPERTY: “**Intellectual Property**,” as used herein, shall mean all discoveries, inventions, designs, methodologies, improvements, software, data, and works of authorship, conceived, made, discovered, written, or first reduced to practice in performance of the Services (“**IP**”) and any related rights such as patents, copyrights (including moral rights), mask works and trade secrets.

 (1) IP shall be owned as follows:

 (a) IP created solely by one or more employees of University (“**University IP**”) shall be owned by University.

 (b) IP created solely by one or more employees of Sponsor (“**Sponsor IP**”) shall be owned by Sponsor.

 (c) IP jointly created by one or more employees of University and one or more employees of Sponsor (“**Joint IP**”) shall be (i) owned jointly by University and Sponsor and (ii) licensed to Sponsor in accordance with paragraph G(2) below.

 (2) IP shall be licensed as follows:

1. With the exception of student theses and dissertations, in consideration for sponsoring the Agreement, University shall grant to Sponsor a non-exclusive, non-transferable, perpetual, and royalty-free license (without the right to sublicense) to use University IP exclusively for Sponsor’s own internal research, development, and teaching purposes (but not for any commercial or for-profit purpose).
2. Sponsor shall grant to University a non-exclusive, non-transferable, perpetual, and royalty-free license (without the right to sublicense) to use Sponsor IP exclusively for University’s own internal research, development, and teaching purposes (but not for any commercial or for-profit purpose).
3. Sponsor shall have the first right to negotiate a fee-bearing or royalty-bearing
non-exclusive or exclusive license or a fee-bearing option to any University IP and/or Joint IP, provided that Sponsor agrees that in any license, option, or similar agreement, Sponsor will be required to pay all costs for the preparation, filing, prosecution, and maintenance of any patents or copyrights on such IP (“**Negotiation Right**”). Sponsor has ninety (90) days following the disclosure of IP by University to exercise its Negotiation Right (“**Negotiation Period**”). Sponsor must submit a written notice to University, within the Negotiation Period, in order to exercise its Negotiation Right. If the Negotiation Period expires before University receives Sponsor’s written notice exercising the Negotiation Right or as provided below, Sponsor shall have no further rights to University IP or University’s undivided interest in Joint IP (except as authorized in accordance with paragraph G(2)(a) above).

 (3) Each Party shall require its employees to promptly disclose any IP arising from this Agreement. Each Party agrees to provide the other Party with a copy of each IP disclosure within thirty (30) days after the disclosure is made, and in addition, will provide the other Party with a written listing of all IP created pursuant to this Agreement within sixty (60) days from the expiration or termination of this Agreement. For all such IP identified, University and Sponsor shall provide, via separate written agreement, licenses to University IP, Sponsor IP, and/or Joint IP according to the provisions of paragraph G(2) above. Each Party will consult with the other Party at least thirty (30) days prior to filing any patent or copyright application for IP and shall promptly notify the other Party of any patents or copyright registrations issued.

 (4) Intellectual property created externally to this Agreement and the performance of the Services (“**Background IP**”) will be owned by the originating Party. Nothing in this Agreement will be construed as any conferral of rights to any of the Parties regarding such Background IP.

1. Nothing contained in this Agreement is to be construed as permission, a recommendation, or an inducement to use or practice any product, process, equipment, or formulation that may infringe upon any other intellectual property rights without the prior written permission of the intellectual property owner. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE USE OF ANY BACKGROUND IP (IF ITS USE IS AUTHORIZED), UNIVERSITY IP, SPONSOR IP, AND/OR JOINT IP WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS.

# H. EQUIPMENT & SUPPLIES: Unless otherwise provided in the Scope of Work**—**Services, all equipment and supplies purchased with funds provided under this Agreement for use in connection with this Agreement shall be the exclusive property of University in perpetuity, and shall be utilized in part in order to complete the Services during the Term.

I. LIABILITY; INSURANCE: Each Party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees, to the full extent required by law. Liability of University is at all times herein strictly limited and controlled by the provisions of Idaho law, including, without limitation, the Idaho Tort Claims Act, Idaho Code §§ 6-901 *et seq.* as amended from time to time (the “**Act**”). Nothing herein shall be deemed to constitute a waiver of any privilege, immunity, protection, or defense afforded University, as an entity of the State of Idaho, under the Idaho Constitution, the Act, Idaho statutes, or any other applicable law.

Each Party represents and warrants it maintains comprehensive general liability insurance and all coverages required by law sufficient for the purpose of carrying out the duties and obligations arising under this Agreement. University shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho Code § 6-924 as amended from time to time, as well as worker’s compensation coverage for its employees as required by Idaho Code § 72-301 as amended from time to time. University’s liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered, in whole or in part, by the State of Idaho’s Retained Risk Account. University shall cover its liability for worker’s compensation through the State of Idaho’s State Insurance Fund. Upon written request, a Party will furnish the other Party a certificate evidencing the insurance required by this paragraph I.

Notwithstanding the foregoing, if Sponsor is a sovereign entity (e.g., a state) required by applicable law to maintain different insurance, such statutorily required insurance satisfies the requirements of this paragraph. Furthermore, if Sponsor is a sovereign entity, nothing herein shall be deemed to constitute a waiver of any privilege, immunity, protection, or defense afforded Sponsor under applicable law.

J. SERVICES; DELIVERABLES; DISCLAIMER: University will make efforts to ensure that its performance of the Services, including all deliverables provided under this Agreement, are provided substantially in accordance with the Scope of Work**—**Services. TECHNICAL DATA, results, deliverables, reports, IP disclosures, and IP provided by University and sponsor are provided strictly **“as is, where is”** without any warranty or guaranty of any kind. All warranties, express and implied, are hereby expressly disclaimed INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. neither party shall be liable for any indirect, special, incidental, consequential, or punitive loss or damage of any kind, including, WITHOUT LIMITATION, lost profits (regardless of whether or not University or sponsor knows or should know of the possibility of such loss or damages).

K. USE OF TRADENAMES AND SERVICE MARKS: Neither Party obtains by this Agreement any right, title, or interest in, or any right to reproduce or to use for any purpose, the name, tradenames, trade- or service marks, or logos (collectively, the “**Marks**”) of the other Party. Neither Party will include the name of the other Party or of any employee of that Party in any advertising, sales promotion, or other publicity matter without the prior written approval of that other Party. In the case of University, prior written approval is required from the Office Trademark Licensing and Enforcement (licensing@boisestate.edu). In the case of Sponsor, prior written approval is required from an authorized representative of Sponsor.

L. TERMINATION FOR CONVENIENCE: Either Party may terminate this Agreement, without cause, upon not less than sixty (60) days’ written notice, given in accordance with the Notice provisions of this Agreement. Termination of this Agreement shall not relieve a Party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by Sponsor, Sponsor shall pay all costs accrued by University as of the date of termination, including, without limitation, non-cancelable obligations for the Term (which shall include all appointments of staff incurred prior to the effective date of the termination). University shall exert its best efforts to limit or terminate any outstanding financial commitments for which Sponsor is to be liable. University shall furnish, within ninety (90) days of the effective termination date, a final report of all costs incurred and all funds received, and shall reimburse Sponsor for payments that may have been advanced in excess of University’s total costs incurred.

M. TERMINATION FOR DEFAULT: A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement, and such failure continues for thirty (30) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement at the end of the thirty (30) day period specified in the notice, and may seek such other and further relief as may be provided by law. Notwithstanding the foregoing, in the event of a breach or threatened breach of paragraph C, E, or G of this Agreement, the non-defaulting Party may terminate the Agreement immediately without affording the defaulting Party the opportunity to cure, and may seek an injunction or restraining order as required to prevent unauthorized disclosures of Confidential Information or unauthorized use of its Marks, IP, and/or Background IP.

N. NOTICES: All notices related to this Agreement shall be in writing, directed to the designated representatives of the Parties as indicated below, and delivered by (a) certified mail with return receipt requested, (b) hand delivery with signature or certification, or (c) email. For official email notice, (a) the email subject line must include at least “Official Agreement Notice – Agreement No. [Agreement Number at the Top of Page 1 of the Agreement]” and (b) the email must include a PDF copy of this Agreement. Notice shall be deemed effective on the date received. The Parties agree to actively maintain their respective email addresses listed below, but the Parties may change their notice contacts, including email addresses, at any time by written notice to all Parties. The initial representatives of the Parties are as follows:

University’s Notice Contact:

 Grants and Contracts Officer

Office of Sponsored Programs

 Boise State University

 1910 University Drive

 Boise, ID 83725-1135

 E-mail: sponsoredagreements@boisestate.edu with a copy to contracts@boisestate.edu

 Phone: (208) 426-4420

 Sponsor’s Notice Contact:

[NAME]

[TITLE]

[ADDRESS]

[CITY, STATE POSTAL CODE]

Email: [EMAIL ADDRESS]

Phone: [PHONE NUMBER]

O. OTHER CONTRACT TERMS:

 (1) *Legal Authority*: Each Party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, articles of incorporation/organization, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory(ies) to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a Party warrant(s) that such person(s) have full authorization to execute this Agreement. This Agreement shall not be binding upon University, its governing board, or the State of Idaho unless signed by University’s Associate Vice President of Sponsored Programs or her/his authorized designee.

 (2) *Entire Agreement, Changes, and Amendment*: This Agreement constitutes the entire agreement between the Parties and supersedes all previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement unless noted in Exhibit B, List of Associated Agreements, which exhibit is attached hereto and incorporated herein by this reference. No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the Parties.

(3) *Governing Law, Jurisdiction, and Venue*: Each Party agrees to comply with all applicable federal, state, and local laws, codes, regulations, rules, and orders in the performance of this Agreement. This Agreement shall be governed by and construed under the laws of the State of Idaho without regard to its conflict of law provisions. Any claim arising under or related to this Agreement shall be filed and tried in the State District Court, Ada County, State of Idaho. Notwithstanding the foregoing, if Sponsor is a sovereign entity (e.g., a state), this paragraph O(3) is deleted, and this clause is reserved.

 (4) *Assignment*: This Agreement shall not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors, heirs, legal representatives, and permitted assigns of the Parties.

 (5) *Export Control*: The Parties acknowledge that activities covered by this Agreement may be subject to export control laws that prohibit or restrict: (i) transactions with certain persons; and/or
(ii) the type and level of Items (defined below) that may be exported, reexported, or deemed exported. These laws include, without limitation, the Arms Export Control Act, the Export Administration Act, the International Emergency Economic Powers Act, the Atomic Energy Act, and regulations issued pursuant to these statutes, including, without limitation, the Export Administration Regulations (15 CFR Parts 730–774) (“**EAR**”), the International Traffic in Arms Regulations (22 CFR Parts 120–130) (“**ITAR**”), the Office of Foreign Assets Control regulations (31 CFR Parts 500–598) (“**OFAC Regulations**”), and the Nuclear Regulatory Commission and Department of Energy export control regulations (10 CFR Parts 110 & 810) (“**NRC/DOE Regulations**”) (all, collectively, the “**Export Control Laws**”). Each Party acknowledges that: (i) Export Control Laws and export control requirements may change; (ii) it can contact the Nuclear Regulatory Commission and the U.S. Departments of Commerce, State, Energy, and Treasury for guidance as to applicable licensing requirements and other restrictions; and (iii) the export, reexport, or deemed export of controlled Items without a required export license or other governmental authorization may result in civil and criminal liability.

Each Party is responsible for its own compliance with Export Control Laws. Should it be necessary for the Parties to exchange Items which are known or suspected to be export controlled, the Party disclosing such controlled Items shall, prior to the disclosure or exchange: (i) give written notice to the other Party with the applicable Export Control Classification Number (“**ECCN**”) or other classification for such Items; and (ii) obtain written consent of the other Party’s export compliance officer. University’s export compliance officer is available at exportcontrols@boisestate.edu. The Parties agree to identify and label all controlled Items as export controlled and specify the cognizant authority (e.g., EAR, ITAR, OFAC Regulations, NRC/DOE Regulations) for such controlled Items. As used herein, the following terms shall mean: (i) “**Items**” — Commodities, Software, and Technology; (ii) “**Commodities**” — any article, material or supply except Technology and Software; (iii) “**Software**” — a collection of one or more programs or microprograms fixed in any tangible medium of expression; and (iv) “**Technology**” — specific information necessary for the development, production, or use of a product, including technical data and technical assistance.

 (6) *Waiver and Severability*: No waiver of any breach of any provision of this Agreement shall operate as a waiver of any other or subsequent breach thereof or of the provision itself, or of any other provision. No provision of this Agreement shall be deemed to have been waived unless such waiver be in writing and signed by the Party waiving the same, with the signature on behalf of University being that of the Associate Vice President of Sponsored Programs or her/his designee. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

 (7) *Independent Contractors*: It is understood and agreed by the Parties that University is an independent contractor with respect to Sponsor and that this Agreement is not intended and shall not be construed to create an employer/employee, partnership, or a joint venture relationship between University and Sponsor. University shall be free from the direction and control of Sponsor in the performance of University’s obligations under this Agreement, except that Sponsor may indicate specifications, standards, requirements, and deliverables for the satisfaction of University’s obligations under this Agreement.

 (8) *Conflict of Interest*: Except as set forth herein, Sponsor certifies that no officer, employee, student, contractor, or agent of University has been employed, retained, or paid a fee, or has otherwise received or will receive during or after the Term of this Agreement any personal compensation or consideration by or from Sponsor or any of Sponsor's directors, officers, employees, contractors, or agents in connection with the obtaining, arranging, negotiating, or conducting of this Agreement without advance, written notification to University.

 (9) *Headings*: Paragraph headings are for reference and convenience only and shall not be determinative of the meaning or the interpretation of the language of this Agreement.

(10) *Incorporation of Recitals and Exhibits*: The recitals and exhibits of this Agreement are incorporated herein by this reference as if set forth in full herein.

(11) *Time Periods*: All time periods in this Agreement shall be deemed to refer to calendar days unless the time period specifically references business days; *provided*, if the last date on which to perform any act or give any notice under this Agreement shall fall on a Saturday, Sunday, or local, state, or national holiday, such act or notice shall be deemed timely if performed or given on the next succeeding business day.

 (12) *Execution and Counterparts*: This Agreement may be executed with electronic signatures and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile signatures, electronic signatures, and e-mailed PDF copies of original signatures shall be deemed to be original signatures for all applicable purposes and in accordance with the Uniform Electronic Transactions Act, Idaho Code §§ 28-50-101 *et seq.* as amended from time to time.

(13) *Order of Precedence*: The following order of precedence, in descending order of importance, shall govern in the event of a conflict within this Agreement (including all exhibits) and/or between the text of this Agreement and any documents and/or agreements incorporated herein by reference: (i) paragraphs A through O of this Agreement; (ii) Exhibit A of this Agreement; and (iii) Exhibit B of this Agreement. The Parties hereby agree that any legal terms or conditions contained in Exhibit A of this Agreement shall have no force or effect even if they do not conflict with paragraphs A through O of this Agreement, and the Parties hereby expressly reject any such terms or conditions contained in the Exhibit A of this Agreement. Non-exhaustive examples of legal terms or conditions include, without limitation, clauses regarding payment terms, intellectual property, confidentiality, publication, tangible property, representations, warranties, disclaimers, insurance, termination for default or convenience, choices of law and forum, and export controls.

(14) *Force Majeure*: Neither Party is responsible to the other for non-performance or delay in performance due to Acts of God or nature, wars, riots, epidemics, pandemics, public health directives, strikes, any act or order of public federal, state, or local authority including, without limitation, the State of Idaho, University leadership, or the Idaho State Board of Education, or any other cause, similar or dissimilar, beyond the control of the Parties (a “**Force Majeure Event**”). The University shall not be held responsible if, due to the occurrence of a Force Majeure Event, it is unable to perform any or all of its obligations under this Agreement, and University shall not be liable for any damages, including, without limitation, direct, consequential, incidental, compensatory, punitive, liquidated, or any other category of damages, which any party might suffer as a result thereof.

(15) *Certifications*: University is prohibited by state law from entering into certain contractual agreements. Sponsor hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, if it is a company, the total value of the contractual agreement exceeds one hundred thousand dollars ($100,000), and it employs ten or more persons, it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; (ii) pursuant to Idaho Code Section 67-2359, if it is a company, it is not currently owned or operated by the People’s Republic of China led by the Chinese communist party and will not for the duration of the Agreement be owned or operated by the People’s Republic of China; and (iii) except to the extent this Agreement is a contract or commercial transaction that is subject to a federal law related to Medicaid or a contract with a hospital as defined in Idaho Code, Section 39-1301, it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this paragraph defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This certification is made solely to comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable State or federal law.

*[Signatures and Exhibits Follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below when signed by the last of the Parties.

**BOISE STATE UNIVERSITY: SPONSOR:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**Scope of Work — Services**

[PLACEHOLDER]

**EXHIBIT B**

**List of Associated Agreements**

(copies appended)

[IF NONE, TYPE “INTENTIONALLY LEFT BLANK.”]