**BOISE STATE UNIVERSITY**

**RECHARGE CENTER SERVICES AGREEMENT**

This BOISE STATE UNIVERSITY Recharge Center Services Agreement (“**Agreement**”), dated the [DAY] day of [MONTH], [YEAR] (“**Effective Date**”), is between Boise State University, an Idaho State Institution of higher education located at 1910 University Drive, Boise, Idaho 83725-[MAIL STOP] (“**University**”) and [FULL SPONSOR NAME], a(n) [ENTITY TYPE & JURISDICTION] with its principal place of business located at [FULL ADDRESS] (“**Sponsor**”), collectively referred to as the “Parties” and individually as a “Party.”

The Parties hereby agree as follows:

1. TERMS & CONDITIONS: The Boise State University Recharge Center Services Agreement Terms & Conditions are attached hereto and incorporated herein by this reference as Exhibit A.
2. SERVICES: University hereby agrees to perform services in accordance with the Statement of Work & Budget in Exhibit B, attached hereto and incorporated herein by this reference (the “**Services**”).
3. TERM OF AGREEMENT: Date(s): [START DATE] to [END DATE] (the “**Term**”)
4. FEES: In consideration of University’s performance of the Services, Sponsor agrees to pay University up to an amount not to exceed $[AMOUNT] (“**Total Agreement Price**”). The Total Agreement Price shall include costs related to the Services incurred by University during and after the performance of the Services including, without limitation, as applicable, facilities and administrative costs, material disposition / waste disposal costs, custodial costs, post-service clean up, equipment rental, repair or replacement costs, and/or additional technical labor and supervisory costs. If payment is not received within thirty (30) days of billing, a one percent (1%) monthly late fee will be added each month to the total amount due, until paid in full.
5. Material or Sample Disposition:  Return to Customer  Disposition/Disposal by University
6. SPONSOR ALLOWS UNIVERSITY TO PUBLISH RESULTS:  Yes  No
7. SPECIAL PROVISIONS: Sponsor must provide University with MSDS information for all chemical samples provided by Sponsor.
8. Contact for BSU: Contact for Sponsor:

Name: [NAME] Name: [NAME]

Email: [EMAIL ADDRESS] Email: [EMAIL ADDRESS]

Phone: [PHONE NUMBER] Phone: [PHONE NUMBER]

AGREED, by duly authorized representatives of the Parties, as of the Effective Date:

|  |  |
| --- | --- |
| **Boise State University**  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: [NAME]  Title: [TITLE]  Date: [DATE] | **SPONSOR**    By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: [NAME]  Title: [TITLE]  Date: [DATE]  Federal Tax Identification No.: [EIN] |

**EXHBIT A**

**Boise State University Recharge Center Service Agreement Terms and Conditions**

1. Sponsor may not assign or in any way transfer its rights under this Agreement to any other parties. Each Party is an independent contractor engaged in its own business and nothing in this Agreement implies a partnership, joint venture, or other association between the Parties. Sponsor shall not use University’s name or logos to suggest co-sponsorship or endorsement of any activities without prior written approval by University.
2. If any required deposit or other sum is not paid when due or if Sponsor violates any of the terms of the Agreement, University may terminate the Agreement, and University may retain all sums received prior to the termination.
3. University will perform the Services in a way which will comply with all applicable governmental rules, laws, ordinances and regulations, including but not limited to those applicable to hazardous materials, controlled substances and waste products.
4. University may dispose of any materials or products belonging to Sponsor left with University at the conclusion of the Term and University reserves the right to charge Sponsor accordingly for such disposal.
5. Unless otherwise provided herein, 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.
6. Each Party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, contractors 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 (“**ITCA**”). 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 ITCA, Idaho statutes or any other applicable law. Sponsor agrees to indemnify and hold University and its trustees, employees, officers, and agents harmless from any liability, loss or damage suffered as a result of claims, demands, costs or judgments arising out of use by Sponsor of the results obtained from the activities performed by University under this Agreement.
7. 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.
8. This Agreement is governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in state district court in Ada County, Boise, Idaho. If any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
9. This Agreement constitutes the full, complete, and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements, or arrangements which may be either oral or written, between the parties with respect to the subject matter. All changes must be made in writing and signed by the authorized representatives of both Parties.
10. SPONSOR UNDERSTANDS THAT DATA, RESEARCH RESULTS, DELIVERABLES, REPORTS, ANALYSIS, AND ALL OTHER OUTPUT GATHERED BY UNIVERSITY OR BY SPONSOR UNDER THIS AGREEMENT ARE PROVIDED STRICTLY “AS-IS” WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. University shall not 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 knows or should know of the possibility of such loss or damages).
11. Either Party may terminate this Agreement, without cause, upon not less than thirty (30) days' written notice. 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, such as non-cancelable obligations for the Term.
12. In the course of performing the Services under this Agreement, University may have access to Sponsor information. If the information is clearly marked as “**Confidential Information**,” University shall treat such information as confidential, and University shall not disclose to any third party or use, for purposes not set forth in this Agreement, any such Confidential Information of Sponsor. Except as expressly permitted by this Agreement or as required by law or regulation, for a period of three (3) years from the termination of this Agreement, the University shall protect the Sponsor Confidential Information from unauthorized dissemination, using the same degree of care University ordinarily uses with respect to its own proprietary information. Sponsor Confidential Information will not include information that: (i) is or becomes generally known or available by publication or otherwise through no fault of University; (ii) is known and has been reduced to tangible form by University at the time of disclosure and is not subject to restriction; (iii) is independently developed by University; (iv) is lawfully obtained from a third party who has the right to make such disclosure; or (v) is released for publication by Sponsor in writing.
13. University hereby assigns to Sponsor, for no additional consideration, all of University’s rights, including copyrights, in all data prepared by University under this Agreement. University shall promptly sign and deliver any documents and take any actions Sponsor reasonably requests to establish and perfect the rights assigned to Sponsor under this provision. Sponsor hereby grants to University a nonexclusive, royalty-free license to use the same rights in perpetuity for the lawful purposes of the University.
14. 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 that may be exported, reexported or deemed exported. 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; and (ii) provide the other Party with the applicable Export Control Classification Number or other classification for such items. 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).

**EXHIBIT B**

**Statement of Work & Budget**

[ENTER STATEMENT OF WORK & BUDGET DETAILS IN TEXT HERE, AS A PICTURE BELOW OR A COMBINATION OF BOTH. NOTE THAT THE SIZE OF THE PICTURE CONTROL BELOW IS EDITABLE. REPLACE OR REMOVE THIS INFORMATIONAL TEXT BEFORE SIGNING.]

