

MEMORANDUM OF AGREEMENT
between
BOISE STATE UNIVERSITY
and

This memorandum of agreement (MOA) is made and entered into this ____ day of _____, 20____, between Boise State University (“University”) and _____ (“Organization”).

WHEREAS, University has faculty and students engaged in study in the field of _____; and

WHEREAS, University’s faculty and students desire to engage in projects more fully described in Exhibit A (attached hereto and incorporated by reference herein) (“the Services”) in order to further the students’ education; and

WHEREAS, Organization desires to obtain the Services for the benefit of its operations;

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises set forth below, the Parties agree to the following:

1. Term. This MOA shall begin on the date of final signature below and shall terminate on _____, 20____, unless earlier until terminated by either Party.
2. Termination. Either party may terminate this MOA at any time by giving at least thirty (30) days’ notice in writing to the other party.
3. Scope of Services. University shall provide students for the Services described in Exhibit A. University agrees that it will not receive any payment from Organization for performance of the Services.
4. Indemnification. Each Party 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, and agrees to hold the other Party harmless from any and all claims, demands, judgments, lawsuits, awards and fines (hereinafter referred to as “Claims”) resulting from such acts or omissions related to the Services or otherwise in connection with this MOA. Liability of University is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, as now or hereafter amended.
5. Waiver of University Liability. Organization acknowledges that the Services are being provided by University students as part of an educational exercise and hereby waives, releases, and forever discharges any and all Claims against University, the State of Idaho, the Idaho State Board of Education and their respective officers, agents, volunteers, contractors, subcontractors, students and employees which may arise out of the originality, design, manufacture, or use of any of the products, processes, technologies, or intellectual property generated as a result of the Services provided. This waiver shall apply to any and all Claims that will occur in the future.

7. Choice of Law. The Parties agree that this MOA shall be governed by the laws of the State of Idaho. Any action to enforce the provisions of this MOA shall be brought in state district court in Ada County, Boise, Idaho.

8. Notices. Any and all notices required to be given by either of the Parties shall be in writing and be deemed communicated when mailed in the United States mail, addressed as follows:

If to University:

Boise State University
1910 University Drive
Boise, Idaho 83725-_____
ATTENTION: _____

If to Organization:

Organization: _____
Address: _____
ATTENTION: _____

Either Party may change its address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

9. Insurance. Organization shall, at its sole cost and expense, procure and maintain throughout the term of this MOA Commercial General Liability Insurance with limits not less than \$1 million (CSL) per occurrence and not less than \$2 million aggregate. Organization agrees to deliver or fax to University evidence of such coverage at University's request.

10. Entire Agreement, Modification. This MOA constitutes the full, complete, and entire agreement between University and Organization, and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. No modification or amendment to this MOA shall be valid unless it is made in writing and signed by the authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed, by their duly authorized officials, this MOA in two (2) copies, each of which shall be deemed an original.

BOISE STATE UNIVERSITY

ORGANIZATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Who will perform the Service on behalf of University?

What are the Services to be provided?

Where will the Services be performed?

When will the Services be provided?

How will the Services be provided?

Describe any substantial risks of property damage or injury to persons that are associated with the Services: