



**IDAHO GLOBAL ENTREPRENEURIAL MISSION GRANT AGREEMENT  
STATE OF IDAHO – DEPARTMENT OF COMMERCE  
AND UNIVERSITY NAME**

This Grant Agreement (“Agreement”) is made by and between the STATE OF IDAHO – DEPARTMENT OF COMMERCE (“Commerce”), and UNIVERSITY NAME (“University”).

**RECITALS**

WHEREAS, pursuant to Idaho Code Section 67-4730, Commerce, with the approval of the Idaho Global Entrepreneurial Mission (“IGEM”) Council, may allocate funds from the IGEM grant fund (“IGEM Funds”) to Boise State University, Idaho State University, and the University of Idaho to provide funding for research teams or individual university research faculty to conduct IGEM-project designated research in partnership with an industry partner.

WHEREAS, pursuant to IDAPA 28.02.07.100, the purpose of IGEM funded projects is to enhance technology transfer and the commercialization of research and technologies developed at the universities to create high-quality jobs and new industries in the private sector in Idaho.

WHEREAS, the University submitted application number 00000 for IGEM Funds on Month, DD, YYYY (“Application”), for project name (“Project”). The University’s Application (IGEM application and Project budget worksheet) is attached hereto as Exhibit A and the full Application is incorporated herein by this reference.

WHEREAS, the IGEM Council approved the University’s Application on Month, DD, YYYY.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing and the mutual promises and consideration herein, the receipt and sufficiency of which is hereby acknowledged, and the recitals set forth above, which are incorporated herein, the parties agree as follows:

1. Grant Award. Pursuant to the IGEM Council’s approval of the University’s Application, Commerce shall disburse to the University IGEM Funds in a total amount not to exceed \$000,000. IGEM Funds shall be disbursed on a cost reimbursement basis upon Commerce review and approval of an invoice and supporting documentation submitted by the University.

2. Term of agreement. This Agreement shall be effective upon signature by both parties, unless a date is specified herein, and shall remain in force until Month, DD, YYYY or until terminated by Commerce, whichever occurs first. The University may, at its own risk, and subject to final approval by Commerce, incur project costs from the date of the IGEM Council’s funding approval on Month, DD, YYYY through the effective date of the Agreement. Such costs must be necessary to conduct the project and allowable under the Agreement, as determined by Commerce in its sole discretion.

3. No ongoing funding assistance. Commerce shall not provide ongoing funding assistance beyond the Grant Award amount for the work described in the Application. Requests for additional funding beyond the term of the Agreement are subject to successful approval of a separate Application during a future funding cycle.

4. Commercialization of technology. The University shall leverage private industry to commercialize any Project technologies funded in whole or in part with IGEM Funds that will strengthen Idaho's economy and create career opportunities in Idaho. The University shall pursue the commercialization of any Project technologies funded in whole or in part with IGEM Fund in the manner specified in the Application. The University shall coordinate with Commerce to distribute all commercialization revenue generated by work funded in whole or in part under this Agreement, in accordance with Idaho Code section 67-4731.

5. Equipment title. Title to equipment purchased with IGEM Funds, in whole or in part, shall vest in the University upon acquisition. Such equipment shall remain in use for the specific Project for which it was obtained, until the expiration of this Agreement and when there are no other obligations to Commerce.

6. Intellectual property. Ownership and use of any intellectual property developed with IGEM Funds, in whole or in part, shall be governed by the current, approved Intellectual Property policies of the Idaho State Board of Education and the University. Any intellectual property developed with IGEM Funds, in whole or in part, must be disclosed to Commerce pursuant to the University's reporting obligations set forth in this Agreement.

7. Invoicing. The University shall submit reimbursement requests to Commerce at least quarterly, but no more often than monthly. The University's direct cost rate shall not exceed the pre-determined rate established by the University's Office of Sponsored Projects. A final invoice is due within sixty (60) days after the Project completion, or expiration of this Agreement, whichever occurs first.

Electronic invoices are preferred and should be sent to the Grants & Contracts Manager via email to [cindy.lee@commerce.idaho.gov](mailto:cindy.lee@commerce.idaho.gov). Hard copies of invoices may be mailed to Idaho Department of Commerce, Attn: Grants & Contracts Manager, 700 W State St, 2<sup>nd</sup> Floor, Boise, ID, 83702.

8. Reporting. The University shall submit progress reports to Commerce, in the form set forth in Exhibit B, by July 31 of each year. A final report is due within sixty (60) days after the Project completion, or expiration of this Agreement, whichever occurs first.

9. Record maintenance and access.

a. The University shall maintain a complete file of all electronic and hardcopy books, records, documents, communications, and any other materials pertaining to the University's performance under this Agreement (collectively "records"). The University shall maintain such records for three (3) years after the conclusion of this Agreement, or, if an audit, litigation, or other action involving such records is initiated before the three (3) year period has expired, the University shall maintain such records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later.

b. The University shall permit Commerce and any personnel duly authorized by Commerce, or federal or state inspectors or auditors, to inspect, review, or audit, and copy the University's records to assure the University's compliance with the terms of this

Agreement or to evaluate the University's performance under this Agreement. The University shall permit such access during the term of this Agreement and for a period of three (3) years following the conclusion of this Agreement, or for such further period as may be necessary to resolve any matters that may be pending. The University shall make its records available at all reasonable times, at either the University's principal place of business or upon premises designated by the University at no additional cost to Commerce.

c. The University shall obtain any releases needed to provide Commerce with any third party records or documents relevant to this Agreement. The University shall include a provision granting Commerce access to each subcontractor's records to the same extent as if the records were the University's in every subcontract relating to this Agreement.

d. Any violation of this section 9 by the University shall constitute a material breach of this Agreement.

#### 10. Public records and confidential information.

a. Pursuant to Idaho Code section 9-335 *et seq.*, information or documents received by the State from the University shall be open to public inspection and copying unless exempt from disclosure. The University shall clearly designate individual documents as "exempt" and shall indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. The University's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release.

b. At the request of the State, the University shall provide a defense in any action, suit or proceeding arising from the State honoring the University's designation of exemption or failure to designate specific information within a document as exempt. The University shall pay all costs of defense and any costs, fees, penalties, damages, assessments or fines arising from such action, suit or proceeding.

c. The University affirmatively certifies it has sufficient authority to provide the State with confidential information, and any other documents or information for purposes of this Agreement. At the request of the State, the University shall provide a defense in any action, suit or proceeding arising from the State's receipt of any confidential information or any other documents or information from the University for purposes of this Agreement. The University shall pay all costs of defense and any costs, fees, penalties, damages, assessments or fines arising from such action, suit or proceeding.

11. University status. The University's status under this Agreement shall be that of a grantee, and not that of an agent or employee of Commerce. The University shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items. The University certifies that the University has complied and will comply with all federal, state and local laws regarding business permits and licenses that may be required for Contractor to perform the work described in the Application.

12. University relationship. It is distinctly and particularly understood and agreed between the parties that Commerce is in no way associated or otherwise connected with the

performance of any work under this Agreement on the part of the University or with the employment of labor or the incurring of expenses by the University. The University is solely and personally liable for all labor, taxes, insurance, required letter of credit and other expenses, except as specifically stated herein. Commerce does not assume any liability as an employer of the University or any of its employees or agents. Further, the parties do not intend for this Agreement to create any third party beneficiaries.

13. No authority to bind Commerce. The University has no authority to enter into contracts or agreements on behalf of Commerce. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the University and Commerce in any respect.

14. Allocation of risk.

a. Each party shall be responsible only for the acts, omissions or negligence of its own employees. The parties acknowledge that both parties participate in the State of Idaho Risk Management Program comprehensive liability plan utilizing the Retained Risk Account (“Risk Program”). Each party is obligated to notify the Division of Risk Management and the other party upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this Agreement.

b. Nothing in this Agreement shall extend the tort responsibility or liability of either party beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 *et seq.* Any covered third party tort liability claim, suit or loss arising from this Agreement shall be allocated to the parties by the Division of Risk Management for purposes of the respective loss experiences and subsequent allocation of self-insurance assessments.

c. If a claim or damage is not covered by the Risk Program, the responsible party shall pay the costs arising from such claim or damage. If a claim or damage arises from more than one party’s performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

15. Officials not personally liable. In no event shall any official, officer, or employee of either party be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with the Agreement, express or implied.

16. Termination.

a. Commerce may terminate this Agreement immediately upon written notice if at any time the University is in material breach of any warranty, term, condition, covenant, or obligation under this Agreement and fails to cure such breach within ten (10) days written notice thereof. In the event this Agreement is terminated for cause, the University may at the discretion of Commerce, be required to refund to Commerce any IGEM Funds disbursed under this Agreement.

b. This Agreement may be terminated for convenience by either party hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of such termination of this Agreement by Commerce, Commerce shall pay any outstanding allowable reimbursable expenses related to the grant incurred by University as of the date of termination.

17. Notice of Change to Key Personnel or Industry Partner. University agrees to notify Commerce within seven (7) days in the event of a change to Principal Investigator, Co-Principal Investigator, other Key Personnel identified in the Application or a change in, or withdrawal of the Industry Partner. The University will do everything possible to fill the vacancy within thirty (30) days.

18. Notices. Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by email (with read receipt requested), hand, or by certified mail, return receipt requested, to the other party at the address stated below. Either party may change its address by giving notice of the change in accordance with this section.

To the State:

Idaho Department of Commerce  
Post Office Box 83720  
Boise, Idaho 83720-0093  
Attention: Grants & Contracts Manager  
Email: cindy.lee@commerce.idaho.gov

With a Copy to:  
Idaho Department of Commerce  
IGEM Program Manager  
Post Office Box 83720  
Boise, Idaho 83720-0093  
Email: carmen.achabal@commerce.idaho.gov

and

Andrew Snook  
Deputy Attorney General  
State of Idaho  
Office of the Attorney General  
P.O. Box 83720  
Boise, ID 83720-0010  
Email: andy.snook@ag.idaho.gov

To the University:

Department Name  
Street Address  
City, State, ZIP  
Email:

19. Publicity. The University shall include a statement in all press releases and other documents concerning work funded in whole or in part by IGEM Funds recognizing that such work was supported by an IGEM grant from Commerce. The University may use Commerce's logos, including the IGEM logo, in such recognition; however, Commerce's logo and other intellectual property are and shall remain the sole and exclusive property of Commerce. The University may not, without the prior written permission of Commerce, use Commerce's intellectual property for any other purpose.

20. Compliance with law, licensing and certifications. The University shall comply with all requirements of federal and state statutes, rules, and regulations applicable to the

University or to the work performed by the University pursuant to this Agreement. For the duration of this Agreement, the University shall maintain in effect, and have in its possession, all licenses and certifications required by federal, state and local laws, rules and regulations, including, but not limited to business and professional licenses.

21. Non-discrimination. The University shall provide all services affected by this Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, or physical/mental impairment, and shall comply with all relevant sections of the following: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination in Employment Act of 1967; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; The Americans With Disabilities Act of 1990; Executive Order 11246, as amended by Executive Order 11375; Department of Labor Regulations, codified at 41 CFR Part 60; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; and, United States Department of the Interior Regulations, codified at 43 CFR Part 17. The University shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The University must include this provision in every subcontract relating to this Agreement.

22. Assumption of risk. The University shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. Commerce shall notify the University of any state or federal determination of noncompliance.

23. Governing law. The Agreement shall be governed by and construed under the laws of the state of Idaho and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the state of Idaho in the event of any dispute with respect to the Agreement.

24. Attorney fees. In the event of a legal proceeding of any kind instituted under the Agreement or instituted to obtain performance or to remedy a default under the Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in connection therewith.

25. Force majeure. If the University or Commerce is delayed, hindered, or prevented from performing any act required under this Agreement by reason of delay beyond the reasonable control of the asserting party including, but not limited to, interruption of the power supply, theft, fire, Act of God or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the University's finances or staff availability shall not be considered a force majeure.

26. Contingency fees. The University certifies that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations not specified herein made contingent upon this Agreement. If the University breaches or violates this certification, Commerce may, at its discretion, terminate this Agreement without liability to Commerce.

27. Certifications. The University certifies that all documents, records, and other information it provides to Commerce for purposes of this Agreement is true, correct, and accurate to the best of the University's knowledge. The University further certifies it has sufficient authority to disclose any documents, records, or other information it provides to

Commerce for purposes of this Agreement. Any violation of this section by the University shall constitute a material breach of this Agreement.

28. No waiver. The failure of either party to require strict performance of any term or condition of the Agreement, or to exercise any option or discretion granted to it, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the waiving party.

29. Severability. If any term, provision, covenant, or condition of the Agreement, or the application thereof to any party or circumstance, shall be held to be illegal, invalid or unenforceable, in whole or in part or for any reason, the remaining terms, provisions, covenants and conditions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal, invalid or unenforceable portion eliminated, so long as the Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of the Agreement, and the deletion of such portion of the Agreement will not substantially impair the respective benefits or expectations of the parties to the Agreement.

30. Entire agreement. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous applications, proposals, oral or written, negotiations, representations, commitments, and all other communications between the parties.

31. Headings. The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.

32. Amendment. This Agreement may not be released, discharged, changed, extended, modified, or assigned in whole or in part (collectively, an "Amendment") except to the extent provided by a written instrument signed by the University and the party authorized to bind Commerce. Persons authorized to bind Commerce are the Director of Commerce and the Chief Operating Officer. No other Commerce employee is authorized to accept modifications or additional terms to this Agreement.

33. Survival of terms. Any termination, cancellation, or expiration of this Agreement notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to the provisions of the following sections of this Agreement: 4. Commercialization of technology; 5. Equipment title; 6. Intellectual property; 9. Record maintenance and access; 10. Public records and confidential information; 14. Allocation of risk; 15. Officials not personally liable; 16. Termination for cause; 18. Notices; 19. Publicity; 20. Compliance with law, licensing and certifications; and 24. Attorney Fees.

34. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[End of text; signatures and exhibits follow]*

STATE OF IDAHO  
DEPARTMENT OF COMMERCE  
DIRECTOR  
MEGAN RONK

UNIVERSITY NAME  
DEPARTMENT  
TITLE  
NAME

---

Signature

---

Signature

---

Date

---

Date

## APPENDIX A – GRANT APPLICATION

## EXHIBIT B – REPORTING

Status reporting is a requirement for the receipt of IGEM grant funding. Annual July reports and final reports provide evidential documentation that public funds are utilized in alignment with the mission of the IGEM grant program. The following provides a guide on the minimum information that should be included on the report.

### **Annual July Report**

Application Title & #

- 1. Current Summary of Project**
  - Accomplishments for report period
    - Milestone achievements
  - Explanation of expenditures as they relate to accomplishments
- 2. Economic Impact and Development**
  - Patents, copy rights, licenses, trade secrets, new technologies
  - Business and/or job creation
  - External funding (SBIR/STTR, VC, Angel, etc.)
- 3. Research Design and Methodology**
  - Assumptions identified & verified
  - Information sources
  - Research methodology
    - Process, data collection, & research tools used
    - Discoveries
    - Missteps and redirections
    - Revenue & market opportunities
    - Commercialization position
- 4. Progress Results Summary**
  - Project continuation
  - Next steps

### **Final Report**

Application Title & #

- 1. Executive Summary of Project**
  - Scope and intent of project
  - Strategic and research relevance
- 2. Research Design and Methodology**
  - Assumptions identified & verified
  - Information sources
  - Process & Methodology used
    - Data collection and research tools used
    - Discoveries & missteps
- 3. Research Project Results**
  - Summary
    - Scope of work & milestones
  - Metrics
    - Successes determined
    - Deficiencies identified
      - Corrective action
  - Industrial and stakeholder relevance
  - Description of the problem being solved/market gap
  - Highlights and discoveries
    - Patents/copy rights/license
    - Start Ups, pending Start Ups
  - Economic Impacts
    - Business/job creation
  - Business opportunities
  - Competitive advantages gained
  - Market share relevance
  - Revenue and market Opportunities
  - Commercialization positioning
  - Benefit(s) to Idaho
- 4. Next Steps for Project**
- 5. Testimonial on IGEM Funding Process**

