**INDUSTRY MUTUAL NON-DISCLOSURE AGREEMENT**

Agreement No. OTT-[University File Number]

Parties: In consideration of the mutual promises and conditions contained herein, this Industry Mutual Non-Disclosure Agreement (“**Agreement**”) is entered into effective as the Effective Date (defined below) by Boise State University, an Idaho state institution of higher education located at 1910 University Drive, Boise, ID 83725-2095 USA (hereinafter “**University**”), and [Full Legal Name of External Party], a(n) [Entity Type and State/Province of Incorporation or Organization] located at

[Full Physical Address of Principal Place of Business, Including Country] (hereinafter “**Collaborator**”). The parties identified above are individually referred to as a “**Party**” and collectively as the “**Parties**.”

1. Purpose: The Parties contemplate that they may exchange scientific, technical, or other information related to Purpose (defined below) which is considered by the Party possessing such information (each a “**Disclosing Party**”) to be Confidential Information (defined below). Disclosing Party is willing to disclose its Confidential Information to another Party (each a “**Receiving Party**”) only for the purposes of discussing potential collaborative efforts to promote the increase of useful knowledge and/or carrying out negotiations for future contracts and/or collaborations between them

(the “**Purpose**”). Confidential Information shall not be used as for any reason outside the Purpose unless agreed to in writing by Disclosing Party. The Parties desire to preserve and protect their respective rights in the Confidential Information.

1. Term: This Agreement is effective as of the date it is signed by all of the Parties (“**Effective Date**”) and shall continue for a period of two (2) years (“**Term**”), unless sooner terminated by a Party by providing a written notice to the other Party as provided herein or extended by mutual, written agreement of the Parties. Notwithstanding the expiration or termination of this Agreement, the obligations under this Agreement survive for Confidential Information received for a period of (5) years from the date of expiration or termination of this Agreement (“**Five Year Confidentiality Period**"), except that nothing contained herein shall be construed as permitting Receiving Party the right to use or disclose any trade secret of Disclosing Party at any time, regardless of any provision of this Agreement to the contrary, or the expiration or earlier termination of this Agreement or Five Year Confidentiality Period, and this Agreement will continue to govern the disclosure and use of trade secrets for so long as they continue to qualify as trade secrets; *provided*, the Disclosing Party shall be stamp or otherwise mark trade secrets with “**TRADE SECRET**” or substantially similar designation at the time of disclosure. In the case of trade secrets disclosed orally or in a manner that cannot be marked, such trade secrets must clearly be described as trade secrets at the time of disclosure and shall remain Confidential Information through the Five Year Confidentiality Period; thereafter, such trade secrets shall remain Confidential Information only if Disclosing Party has summarized and identified them as trade secrets in writing to Receiving Party prior to the expiration of the Five Year Confidentiality Period.
2. Confidential Information:
	1. This Agreement shall apply to all information disclosed by Disclosing Party to Receiving Party on or after the Effective Date pursuant to the Purpose, regardless of the medium on which the information is stored, recorded, conveyed, or communicated, whether or not specifically identified as confidential or proprietary, including but not limited to the following: (1) cost, pricing, profit, production, and other accounting, economic, and financial data; (2) technical drawings, product designs, artistic and scientific data, product specifications, machine or equipment specifications, process flow documents, and manufacturing know-how; (3) ideas for research and development; (4) source code and other computer software (including software that is proprietary to third parties); (5) results, records, text, samples, prototypes, photographs, graphic representations, and audiovisual works; (6) information that Disclosing Party must keep confidential as a result of obligations to third parties, if such obligation is conveyed to the Disclosing Party; (7) inventions, whether or not patentable; (8) information about the identity of Disclosing Party’s or its Affiliates’ (defined below) customers and suppliers; (9) personnel and human resources data, files, and other employee information; (10) business and marketing plans, strategies, policy statements, and forecasts; (11) information to which Receiving Party has access while on Disclosing Party’s business premises; (12) trade secrets; and (13) summaries, excerpts, compilations, and notes prepared by Receiving Party or others specifically containing any of the preceding proprietary and confidential information (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.
	2. Confidential Information shall not include any information which Receiving Party can establish by competent written proof:
3. was in the public domain as of the Effective Date or comes into the public domain during the Term through no fault of Receiving Party;
4. was known to Receiving Party prior to the Effective Date 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 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. Non-Use and Non-Disclosure Obligations:
	1. Receiving Party will **not use** any Confidential Information of Disclosing Party for any reason other than the furtherance of the Purpose without the prior written consent of Disclosing Party. Receiving Party agrees to restrict the review and use of Confidential Information solely for evaluation and discussion of the Purpose. Receiving Party may disclose Confidential Information to its directors, officers, and employees (all, collectively, “**Representatives**”), Affiliates, and external legal counsel assisting in making an evaluation of the Confidential Information on a need-to-know basis; *provided*, however, that such Representatives, Affiliates, and external legal counsel are advised of and agree in writing, or are otherwise obligated by existing agreements, state or federal statutes, or formal written codes of professional conduct, to comply with the confidentiality and non-use obligations in this Agreement. For purposes of this Agreement, Representatives, Affiliates, and external legal counsel are not considered “third parties.” Receiving Party will **not 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, Receiving Party shall first obtain a written non-disclosure agreement from such third party 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. “**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.
	2. In handling Confidential Information, Receiving Party covenants and agrees (1) 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 (2) except as permitted pursuant to this Agreement, not to use, duplicate, reproduce, copy, reverse engineer, distribute, disclose, or otherwise disseminate Confidential Information.
	3. 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 (a “**Governmental Disclosure Obligation**”), Receiving Party will to the extent reasonably practicable and legally permissible: (1) promptly notify Disclosing Party of the Governmental Disclosure Obligation and provide a reasonable opportunity for Disclosing Party to object to such disclosure and to seek a protective order at the Disclosing Party’s expense; (2) consult in good faith with Disclosing Party regarding possible responses to the Governmental Disclosure Obligation; and (3) if disclosure is, in Receiving Party’s sole discretion, required to prevent Receiving Party from being noncompliant with applicable law or subject to contempt sanctions or other penalties related to the Governmental Disclosure Obligation, disclose only the Confidential Information that is legally required to be disclosed, consistent with a reasonable interpretation of the Governmental Disclosure Obligation. 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.

[ ]  **IF THE PRECEDING CHECKBOX IS SELECTED IN THis manner (☒), the parties hereby incorporate into this agreement THE ADDITIONAL section 4(D) SET FORTH IN EXHIBIT A, information technology security program, TO THIS AGREEMENT, AS IF FULLY SET FORTH HEREIN.**

1. Intellectual Property: Disclosing Confidential Information under this Agreement shall not be considered (a) a grant of a license or conveyance of any intellectual property rights, including those rights under any copyrights, trademarks, patents, or patent applications, or (b) the right to use or practice any invention, trade secret, patent, copyright, trademark, or other intellectual property of Disclosing Party. None of the present or potential intellectual property rights of the Parties in existing Confidential Information shall be affected by this Agreement. Confidential Information shall remain the property of Disclosing Party and no rights are granted to Receiving Party except the limited right to use the Confidential Information as set forth above. This Agreement shall not place the Parties under any obligation to enter into any further agreement with another Party.
2. Liability and Insurance:
3. Each Party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions 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 “**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.
4. Each Party agrees 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 Program. 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 Section 6.

[ ]  **IF THE PRECEDING CHECKBOX IS SELECTED IN THis manner (☒), the parties hereby incorporate into this agreement THE ADDITIONAL sectionS 6(C) TO 6(F) SET FORTH IN EXHIBIT B, ADDITIONAL COLLABORATOR-REQUESTED INSURANCE, TO THIS AGREEMENT, AS IF FULLY SET FORTH HEREIN.**

1. Termination and Remedies: Any Party may terminate this Agreement, without cause, by giving thirty (30) calendar days written notice to all Parties. Termination of this Agreement for any reason shall not relieve the Parties from their obligations incurred prior to the termination date, including the Parties’ non-use and non-disclosure obligations which shall survive any termination of this Agreement for the period set forth in Section 2 above. Without limiting the Parties’ rights, the Parties may seek to obtain such other and further relief as may be provided by law, including but not limited to, immediate injunction or restraining order as required to prevent unauthorized use and disclose of Confidential Information. All remedies are cumulative and in addition to any other remedies Disclosing Party may have at law or in equity. Remedies may be exercised concurrently or separately, and no exercise of a remedy will constitute an election of that remedy to the exclusion of any other remedy. In any such action, it shall be presumed that a breach, or threatened breach, of this Agreement will result in irreparable harm to a non-defaulting Party, as the Parties acknowledge that Confidential Information is unique and valuable and that use and disclosure in breach of this Agreement may result in irreparable injury to Disclosing Party. Within thirty (30) calendar days following expiration or termination of the Agreement, Receiving Party shall: (a) return to Disclosing Party all documentation, copies, notes, diagrams, pictures, data, abstracts, memoranda, computer memory media, and other materials containing any portion of Disclosing Party’s Confidential Information; ***or*** (b) confirm to Disclosing Party, in writing, the destruction of such materials. Notwithstanding the foregoing, Receiving Party (a) may retain one archival copy of the Confidential Information received from Disclosing Party in a secure location to be used solely to determine its obligations under the Agreement, and (b) shall not be required to destroy any copies of Confidential Information generated pursuant to its standard electronic backup, disaster recovery, or archival procedures in the ordinary course of business; *provided*, Receiving Party shall continue to be subject to the terms and conditions of this Agreement with respect to the protection of Confidential Information retained as provided herein.
2. No Warranty: All Confidential Information is provided “**AS IS**” and without warranty, express or implied, of any kind, including without limitation, any warranty of merchantability, NONINFRINGEMENT, OR of fitness for a particular purpose. DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM THE RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION BY RECEIVING PARTY.
3. Compliance with Laws – U.S. Export Compliance: The Parties acknowledge that performance of this Agreement is subject to compliance with applicable United States laws, regulations, or orders, including those that may relate to the export of Items (defined below), such as the International Traffic in Arms Regulations (22 CFR Parts 120 – 130) (“**ITAR**”), the Export Administration Regulations (15 CFR Parts 730 – 774) (“**EAR**”), 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**”) as may be amended from time to time, and the Parties agree to comply with all such laws, regulations, or orders. No Party will export, directly or indirectly, any Confidential Information without first obtaining any required export license or governmental approval and, in the case of Confidential Information disclosed by University, without first obtaining written permission from University.

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:
(a) give written notice to the other Party with the applicable Export Control Classification Number (“**ECCN**”) or other classification for such Items; and (b) 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: (a) “**Items**” — Commodities, Software, and Technology; (b) “**Commodities**” — any article, material, or supply except Technology and Software; (c) “**Software**” — a collection of one or more programs or microprograms fixed in any tangible medium of expression; and (d) “**Technology**” — specific information necessary for the development, production, or use of a product, including technical data and technical assistance.

1. Notices: All notices related to this Agreement shall be in writing, directed to the designated officials 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.

***University Notice Contact***

Office of Technology Transfer

Attn: Official Agreement Notice

1910 University Drive

Boise, ID 83725-2095 USA

Email: techtransfer@boisestate.edu with a cc to contracts@boisestate.edu

***Collaborator Notice Contact***

[Name]

[Title]

[Address 1]

[Address 2]

[City, State/Province Postal Code, Country]

Email: [Email Address]

1. Other Provisions:
	1. This Agreement, including all exhibits which are incorporated herein by this reference as if set forth fully herein, constitutes the entire agreement between the Parties and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement. No amendment to this Agreement shall be valid unless it is made in a writing signed by authorized representatives of all Parties.
	2. In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
	3. All disputes shall first be attempted to be resolved informally in good faith between the Parties. All claims for disputes arising under or related to this Agreement which cannot be resolved informally in good faith between the Parties shall be filed and tried in the State or Federal courts located in Ada County, State of Idaho, USA. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho without regard to its conflict of law provisions.
	4. Neither Party will, without prior written approval of the other Party, (1) identify the other Party in any manner on a customer list or website or (2) otherwise use the name, assumed business name, trade name, logo, trademark, or service mark, whether or not registered, of the other Party or of any Affiliate of the other Party, in connection with publicity, advertisements, promotion, or in any other manner. Prior written approval from University must be secured through its Office of Trademark Licensing & Enforcement at licensing@boisestate.edu.
	5. Neither Party may assign any right or delegate any duty under this Agreement, whether by transfer, merger, operation of law, or otherwise, without the prior written consent of an authorized Representative of the other Party. This Agreement will bind and inure to the benefit of each of the Parties and their respective permitted successors, assigns, and delegates.
	6. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not (1) waive any other right, (2) constitute a continuing waiver, or (3) waive that right on any other occasion.
	7. University is prohibited by state law from entering into certain contractual agreements. Collaborator hereby certifies that (i) 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 (ii) 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 section defined in Idaho Code 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 Follow on the Next Page.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

**University:**

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

Name: [Name]

Title: [Title]

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

**Collaborator:**

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

Name: [Name]

Title: [Title]

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

**EXHIBIT A**

**Information Technology Security Program**

*[Clause Follows on the Next Page]*

(d) Each Party shall maintain a stated information technology security program with particular standards (e.g., CIS Critical Security Controls) and designated employee(s) to coordinate internally and with the other Party (the “**ITSP**”). The Parties’ ITSPs are not required to be certified by a third party, but each Party is required to comply with the requirements of its ITSP. Upon request by Disclosing Party, and in accordance with the terms and conditions of this Agreement, Receiving Party shall promptly make its ITSP policies, procedures, and compliance records available for Disclosing Party’s inspection, audit, and copying at reasonable times during Receiving Party’s normal business hours. If Receiving Party becomes aware of any actual or suspected security breach that compromises or could compromise Disclosing Party’s Confidential Information, Receiving Party will promptly notify Disclosing Party’s notice contact(s) and thereafter coordinate with Disclosing Party to investigate and remedy such breach in a timely manner. Should the Parties collectively agree that Receiving Party is not compliant with its ITSP, Receiving Party shall promptly remedy the noncompliance at its own cost.

**EXHIBIT B**

**Additional Collaborator-Requested Insurance**

*[Clause Follows on the Next Page]*

(c) Notwithstanding the foregoing, if it is reasonably available from commercial sources and acceptable to both Parties, University will acquire and maintain during the Term and Five Year Confidentiality Period at Collaborator's sole cost the following Additional Collaborator-Requested Insurance (defined below and individually selected as applicable to the Agreement in this manner: ☒) procured from commercial carriers and not the State of Idaho (e.g., NOT from Idaho's Retained Risk Program) specifically for this particular Agreement and Purpose. Additional Collaborator-Requested Insurance shall name Collaborator and its Affiliates as an additional insureds for all coverages of the Additional Collaborator-Requested Insurance and contain a waiver of subrogation against Collaborator and its Representatives and Affiliates. All insurers providing the Additional Collaborator-Requested Insurance shall have a Best’s rating of A- or better and be licensed and admitted in Idaho.

[ ]   ***Commercial General Liability***. Commercial General Liability insurance with available limits of not less than [DOLLAR AMOUNT] per occurrence and [DOLLAR AMOUNT] in the aggregate on a claims made basis and covering claims made during the policy period and reported within three (3) years of the date of occurrence for bodily injury, property damage, premises, operations, and contractual liability (including, without limitation, that liability specifically assumed pursuant to subsection 6(d) below).

[ ]  ***Professional Liability***. Errors and omissions insurance with available limits of not less than [DOLLAR AMOUNT] per occurrence and [DOLLAR AMOUNT] in the aggregate on a claims made basis and covering claims made during the policy period and reported within three (3) years of the date of occurrence.

[ ]  ***Cyber Liability Insurance***. Information security/cyber liability insurance with not less than [DOLLAR AMOUNT] per occurrence and [DOLLAR AMOUNT] in the aggregate on a claims made basis and covering claims made during the policy period and reported within three (3) years of the date of occurrence for claims and losses resulting from wrongful or negligent acts committed in the performance of, or failure to perform, the Agreement, including, without limitation, coverages for: (1) costs of defending any claims or lawsuits filed because of system failure or security breach; (2) costs of notifying all individuals who have been affected, as well as providing twelve (12) months of credit monitoring services for the affected individuals after the affected individuals’ confidential information has been compromised; (3) regulatory fines or penalties that are levied as a result of the system failure or security breach; (4) computer virus liability when authorized users’ systems are infected by computer viruses; and (5) errors and omissions coverage to cover alleged failures by software and/or systems.

The above insurance, individually selected as applicable to the Purpose, is collectively referred to herein as the “**Additional Collaborator-Requested Insurance**.”

(d) Strictly subject to the limits and coverages of the Additional Collaborator-Requested Insurance, University, solely through its insurer(s) providing the Additional Collaborator-Requested Insurance and solely to the extent of such insurance, shall indemnify and hold harmless Collaborator and its Representatives and Affiliates from covered liability, claims, damages, costs, expenses, and actions, including reasonable attorneys’ fees and court costs, caused by, arising from, or related to the negligent or wrongful acts or omissions of University or its Representatives during the performance of this Agreement and Purpose. COLLABORATOR SPECIFICALLY UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT UNIVERSITY SHALL NOT INDEMNIFY, DEFEND, OR HOLD HARMLESS COLLABORATOR OR ITS REPRESENTATIVES OR AFFILIATES FOR ANY LIABILITY, CLAIMS, DAMAGES, COSTS, EXPENSES, AND/OR ACTIONS, INCLUDING ATTORNEYS’ FEES AND COURT COSTS: (1) NOT COMPLETELY COVERED BY THE ADDITIONAL COLLABORATOR-REQUESTED INSURANCE AND COMPLETELY PAID FOR BY UNIVERSITY’S INSURER(S); OR (2) CAUSED BY, ARISING FROM, OR RELATED TO THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS OF COLLABORATOR OR ITS REPRESENTATIVES OR AFFILIATES. FOR AVOIDANCE OF DOUBT, UNIVERSITY AND THE STATE OF IDAHO, INCLUDING THE IDAHO RETAINED RISK PROGRAM, SHALL NOT IN ANY EVENT OR UNDER ANY CIRCUMSTANCES INDEMNIFY OR HOLD HARMLESS COLLABORATOR OR ITS REPRESENTATIVES OR AFFILIATES WITH APPROPRIATED OR LOCAL FUNDS.

(e) To reimburse University for acquiring and maintaining the Additional Collaborator-Requested Insurance during the Term and Five Year Confidentiality Period, Collaborator agrees to pay University the actual cost of the Additional Collaborator-Requested Insurance of *[WRITTEN DOLLAR AMOUNT]* ($[DOLLAR AMOUNT]) (the “**Additional Collaborator-Requested Insurance Cost**”) within thirty (30) days of receiving an invoice from University. If the payment for the Additional Collaborator-Requested Insurance Cost, is not received by University within thirty (30) days of the invoice due date, it is considered past due. Should the Parties extend the Term and/or Five Year Confidentiality Period, modify the Agreement, or otherwise make substantive changes to this Agreement that increase the Additional Collaborator-Requested Insurance Cost, Collaborator will be solely responsible for the increased costs.

(f) EVEN IF THE ADDITIONAL COLLABORATOR-REQUESTED INSURANCE EXCLUDES AND/OR IS NOT SUFFICIENT TO COVER ANY INDEMNITY OR HOLD HARMLESS OBLIGATIONS, CLAIMS, SUITS, ACTIONS, DAMAGES, INJURIES, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEY’S FEES AND COURT COSTS, OR ANY OTHER LIABILITY OR POTENTIAL LIABILITY WHATSOEVER, NOTHING HEREIN SHALL BE DEEMED TO: (1) INCREASE UNIVERSITY'S OR THE STATE OF IDAHO’S LIABILITY UNDER THIS AGREEMENT; (2) ATTEMPT TO LIMIT THE IDAHO CONSTITUTION OR IDAHO STATUTES, REGULATIONS, OR ATTORNEY GENERAL OPINIONS (E.G., IDAHO CONSTITUTION ARTICLE VII, SECTION 11 AS AMENDED FROM TIME TO TIME; IDAHO CODE SECTIONS 6-901 TO 6-929, 59-1015 TO 59-1017, AND 72-301 TO 72-334 AS AMENDED FROM TIME TO TIME; IDAHO ATTORNEY GENERAL OPINION NO. 19-1); OR (3) CONSTITUTE A WAIVER OF ANY PRIVILEGE, IMMUNITY, PROTECTION, OR DEFENSE AFFORDED UNIVERSITY, AS AN ENTITY OF THE STATE OF IDAHO, UNDER THE IDAHO CONSTITUTION, ITCA, IDAHO STATUTES, OR ANY OTHER APPLICABLE LAW.