



LAMAR UNIVERSITY

CENTER FOR INNOVATION, COMMERCIALIZATION
AND ENTREPRENEURSHIP



CICE INCUBATOR CLIENT

Handbook

A Guide to the CICE Incubator Program

5091 Rolfe Christopher Dr., Beaumont, TX

<http://www.lamar.edu/cice>



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Welcome

On behalf of all of us associated with Lamar University, I would like to welcome you to the Center for Innovation, Commercialization and Entrepreneurship (CICE). Your presence makes an important contribution to the continued diversification and growth of the region's economy through an expansion of entrepreneurial endeavor.

We are striving to provide a community setting which encourages innovation, collaboration, and success. CICE offers an exciting environment mixing technology startups, growth stage companies, industry research units, student entrepreneurs, and staff experienced in working with innovation-based enterprises. In addition, staff will work with you to access appropriate mentors, funding sources and specialized service providers.

Each company located in CICE is engaged in bringing a new technology, process, or products to market. By sharing experiences with one another and making full use of available resources, you will have a greater chance of success.

We are excited that you are joining us. Our mission is to help you be successful. Our intention is to continue to grow and improve the services provided through CICE. We welcome your feedback and suggestions.

Sincerely,

Paul Latiolais, Director



LAMAR UNIVERSITY

CENTER FOR INNOVATION, COMMERCIALIZATION
AND ENTREPRENEURSHIP

The Center for Innovation, Commercialization and Entrepreneurship was funded by the Texas General Land Office to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds for the project were allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery Program.

Purpose and Scope of the Incubator Tenant Handbook

Purpose

To provide a central, authoritative reference source for identifying and communicating policies and procedures to all Incubator Tenants of the CICE.

Mission

Leverage the technologies, expertise and infrastructure of Lamar University's research centers and business resources to establish new innovation businesses and enhance established industries. The CICE works intimately with regional development organizations and businesses to expand market opportunities and enhance the region's economic capacity.

Vision

To foster through collaborative research and education between engineering, science and business a unique culture of innovation, commercialization and entrepreneurship at Lamar University that strengthens existing economic drivers, diversifies the economic base and brings world class innovations to fruition.

Goals

Unite stakeholders to diversify economy, establish innovation hubs and develop Lamar University and the region into a transitional force.

- **Mentor Entrepreneurs** - We assist innovators and entrepreneurs to develop innovative products and technologies for global markets.
- **Network** - We make connections, seek capital and provide coaching and early infrastructure.
- **Facilitate Soft Landings** – We help re-locating companies succeed in the region and build collaborative partnerships with Lamar University.
- **Accelerate Development** – We provide expert faculty support from engineering, science and business to accelerate development and product launch.
- **Educate Entrepreneurs** – We create curriculum and internships for students to develop new innovations.
- **Empower Faculty** – We assist faculty to develop transitional research.

Scope

This manual is intended to communicate guidelines, which apply to CICE's operations in general with regard to Incubator Tenant Services. These policies and procedures are incorporated by reference in the legal contractual arrangement between the Incubator Tenant and CICE that would be documented in the Incubator Tenant Services Agreement or any other contract. If any provision of this manual conflicts with the Incubator Tenant Services Agreement or any other Agreement, the provisions of the Incubator Tenant Services Agreement shall control.

CICE management may change or modify these or other policies or procedures relating to Incubator Tenant service matters from time to time, as it considers appropriate in its sole discretion either in individual or center-wide situations. Policies and procedures including those set out in this Handbook are interpreted and applied by the CICE management in its sole discretion, and its decisions in this regard are final.

Policy Revisions

CICE reserves the right to revise and extend rules as it judges beneficial to building operations and our Incubator Tenants. All rule and/or policy changes will be communicated to Incubator Tenants in writing and becomes effective upon delivery of written notice to the Incubator Tenants.

CICE Staff

Director - Paul Latiolais

Office: (409) 880-8436

Cell: (503) 536-5699

E-mail: paul.latiolais@lamar.edu

Paul Latiolais is the Director of the Center for Innovation, Commercialization and Entrepreneurship at Lamar University, which serves as an incubator for emerging technology under development at the university. The center's purpose is to bring emerging technologies out of research and prepare them for the marketplace leveraging expertise from Lamar's colleges of engineering, science, and

business. Paul holds the Ben J. Rogers Director position for the Institute for Entrepreneurial Studies (IES) and is a professor in business management in the College of Business.

Paul has extensive industry experience in engineering technology, business development, and product launch to major companies, including Intel, Cisco, Apple, Samsung, General Motors, and Fiat. He has initiated numerous technology products in the semiconductor/hi-tech industries and managed the lifecycle process from product development, incubation, launch, marketing, and next-generation introduction. Paul worked with technology global leaders such as Synopsys, Inc. (NASDAQ:SNPS), Mentor Graphics Corp. (NASDAQ:MENT), Schlumberger, and Northrop-Grumman across the US including San Jose, CA and Portland, OR. Latiolais holds a B.S. in Mechanical Engineering from Texas A&M University, an MBA from George Fox University (Newberg, OR), and a Technology Management Certificate from Oregon Health Sciences University (Portland, OR)

The Director or other CICE staff will be your main point of contact regarding day-to-day services during your stay at the CICE.

CICE Office Information

CICE Hours – Holidays – Inclement Weather

The CICE is open to the public Monday thru Friday, 8am to 5pm. In case of inclement weather, check the home page for Lamar University or stay tuned to local media. If Lamar University closes, CICE will also be closed to the public. Incubator Tenants may still enter the facility by using their security access cards. CICE will not be open to the public, and CICE staff will be unavailable on University holidays as posted on an annual basis, including the following:

Dr. Martin Luther King, Jr. Day (third Monday in January)

Easter Holiday (Friday in March or April)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Thanksgiving and the following Friday (fourth Thursday and following Friday in November)

Winter Holidays (typically, Dec 22-Jan 2)

Entrance into the CICE

Requirements from Company at Service Agreement Signing (or prior to occupancy)

Security Deposit – to be paid with first month’s Base Fee

Your security deposit is equal to one month’s Base Fee and is more fully described in your Incubator Tenant Service Agreement.

Orientation Appointment - Schedule within 30 days of admission

Orientation

An Incubator Tenant representative, in consultation with the Director, will set short-term objectives for the Incubator Tenant’s performance and develop a written CICE Incubator Tenant Plan of Work.

Incubator Tenant Proof of Insurance – Provided prior to occupancy

All CICE Incubator Tenants are required during the entire duration of your stay in the incubator program to obtain and maintain, in full force an insurance policy or policies as provided for in the Incubator Tenant Service Agreement. Lamar University shall be named additional insured on said policy and be provided with a 30-day notification by the insurance company of any policy changes, lapse in policy or non-payment of premiums. Failure to maintain acceptable insurance coverage will be considered a default under the annual participation agreement. It is each Incubator Tenant’s responsibility to provide copies of continued coverage binders to the CICE Director or designee on an annual basis. Should you have any questions, please contact the Director.

CICE Incubator Tenants must carry an Employer's Liability and Workmen's Compensation Liability Insurance policy for full coverage and protection against liability to employees.

Prior to moving into the CICE and at any other time demanded by Lamar University, CICE Incubator Tenants must furnish certificates of all insurance policies required as outlined in the Incubator Tenant Service Agreement. Should CICE Incubator Tenants need to make changes in insurance policy coverage, Incubator Tenants must notify CICE in writing ten (10) days in advance of such contemplated cancellation or modification.

Employee List

Tenant must provide a list of all employees within 10 business days of occupancy - (note intern positions). Changes in personnel must be provided within 10 business days of occurrence.

Emergency Contact List

Tenant must provide a list of emergency contacts within 10 business days of occupancy.

Requirements from CICE at Incubator Tenant Service Agreement Signing

- 1. Research Relationship Agreement fully executed between Tenant and Lamar University (if applicable)**
- 2. Incubator Tenant Service Agreement**

Two (2) copies of the agreement will be signed: Company copy and CICE copy

- 3. Access to the CICE Handbook**
- 4. Keys and Security Access for Office**

Access

Exterior – for building entry outside regular business hours –Security Access Card

Interior – Business Center

Individual Office – Two office keys

Walk-Through of Assigned Space

Orientation

An Incubator Tenant representative, in consultation with the CICE Director, will set short-term objectives for the Incubator Tenant’s performance and develop a written CICE Incubator Tenant Plan of Work.

Incubator Tenant Information Requests

From time to time, the CICE, at its discretion, may request from CICE Incubator Tenants:

Legal documentation to include, but not limited to, corporate documents such as articles of incorporation, by laws, articles of organization, management agreements, stock certificate ledgers, shareholder meeting minutes, board meeting minutes, and board resolutions.

Incubator client/graduate surveys should be completed upon entry to the incubator and at regular intervals thereafter (annually at a minimum). Incubator graduates should complete the survey at the time of graduation and annually for at least five years after graduating from the incubation program. All information obtained from these surveys will used for assessing CICE success and program improvement. Data may be published internally or externally but only in aggregate form and no individual company information will be identified or disclosed.

Confidentiality and Conflict of Interest

Lamar University employees and staff are subject to and shall comply with all University, Texas State University System, state, and federal policies regarding confidentiality and conflict of interest.

Graduation and/or Exit

Duration

The length of stay in the Incubator Program will vary depending on each Incubator Tenant company's specific needs. Companies will be expected to meet business development milestones mutually agreed upon. Most firms should be in a position to graduate within 36-60 months of entering the incubation program.

Exit Criteria

- Exceeding available space
- Meeting and exceeding company goals for startup phase
- Acquisition by a larger company
- Successful initial public offering

Exit Procedure

- The company may be introduced to commercial realtors and telecommunications service providers, if needed, to begin planning for future space needs.
- Incubator Tenant billings will be reviewed to ensure payments are up to date. The Company will be expected to pay all invoices in full before leaving CICE.
- Security deposit will be used to cover any necessary repairs or cleaning (except for normal wear and tear), the balance, if any, will be returned in accordance with the Tenant Service Agreement.
- Any alterations that have been made to the assigned space may be required to be returned to their original condition at the discretion of the Director.
- The Incubator Tenant shall provide new contact information, including forwarding phone, fax number and e-mail to CICE Staff.
- The Incubator Tenant shall contact the USPS regarding the address change (CICE Staff will forward your mail for up to 6 months).

- CICE representative and Tenant will jointly conduct a final walkthrough of the assigned space.

Other Reasons for Exit or Discontinuation of Services

- The Incubator Tenant's business plan exceeds CICE capabilities
- Violation of the terms of the Incubator Tenant Service Agreement
- Consistent failure to meet goals established by the Incubator Tenant and CICE Director
- Business focus that no longer meets qualifications for CICE occupancy
- Filing bankruptcy
- Incubator Tenant has defaulted on fees or fee payments
- Failure to provide reasonable cooperation with CICE and other University staff
- Sharing access codes with non-employees
- Violating the Lamar University/CICE Weapons Policy
- Incubator Tenant engages in illegal activities on CICE premises
- Default on payment, fees, other charges or levies due third party service providers, vendors, or governmental entities to whom the Incubator Tenant is legally obligated to render payment
- Violating any Lamar University, CICE, or Texas State University System rules or regulations or any federal or state statute

Success or Failure of Incubator Tenant Business

Incubator Tenants specifically recognize and acknowledge that the business venture to be undertaken by Incubator Tenants depends upon the ability of Incubator Tenant as an independent businessperson, as well as other factors, such as market and economic conditions, all of which are beyond the control of Lamar University. Incubator Tenants acknowledge that success or failure of Incubator Tenant's business enterprise will be dependent on the business acumen and diligence of the Incubator Tenant. Incubator Tenants agree that success or failure of its business will not depend on Lamar University's performance under the Incubator Tenant Service Agreement or any other agreement with Lamar University, and CICE makes no representations or warranties as to the growth or success of Incubator Tenant's business. Lamar University shall have no liability to Incubator Tenant whatsoever for the success or failure of the business including but not limited to any consequential or incidental damages to Incubator Tenant or any other person or entity.

Fee Remittance

A Security Deposit, as set forth in the Incubator Tenant Service Agreement, will be retained until graduation or exit. The Base Fee is paid one month in advance. All fees are due on the first (1st) of the month. In the event that the 1st falls on a weekend or holiday, fees will be considered due on the first (1st) working day **preceding** the weekend or holiday. The Base Fee will be considered late on the tenth (10th) day following the due date. Late fees will apply on late fee payments. Additional Service Fees, as listed in the Additional Services table at the end of this Handbook, will be assessed and billed monthly. The cut-off time for services is the 20th of each month, and invoices are issued to you by the 25th of the month. Payment is due on the 1st of the following month. You will be assessed late fee of 10% of any late Base Fee and/or Service Fee for payments received after the 10th of the month. If late fees apply, the late fees must be submitted with the Base Fees and Service Fees to be considered a full payment. Partial payments are not accepted. Incubator Tenants will receive late notices beginning on the 11th business day of the month.

Default: Refer to Incubator Tenant Service Agreement

CICE Services

Business Services

Mail Service

Mail service is provided by the United States Postal Service (USPS). An individual mailbox is assigned to each Incubator Tenant. Mailboxes are located on the second floor by the elevator of the CICE building. Once an Incubator Tenant has graduated and taken up new residence, their mail will be forwarded for up to six months provided Tenant has provided a valid forwarding address. It is the responsibility of the existing Incubator Tenant to notify the post office of the address change.

Incubator Tenant Mailing Address

To receive correspondence at CICE, the Incubator Tenant Mailing Address will be:

(YOUR BUSINESS NAME)
CICE, Room # _____
5091 Rolfe Christopher Dr.
Beaumont, TX 77705

Shipping Service

UPS and Federal Express services to and from CICE are available. It is the responsibility of each Incubator Tenant to contact the carrier and notify them that there is a pick-up at the Program Manager's office. CICE will make no payment for shipping charges or postage. All shipping costs must be paid by the Incubator Tenant in accordance with the Incubator Tenant's chosen carrier's policy. The CICE Staff will not assume responsibility for delay or other shipping related charges. CICE Staff will not accept C.O.D. packages on behalf of the Incubator Tenant if the Incubator Tenant is out of the building when package arrives.

UPS Service

UPS will pick up packages only when called with a request for pick-up no later than 2:00 pm. Packages must be received on time. UPS WILL NOT WAIT.

Please note the following shipping requirements:

1. A complete to and from address, including the recipients phone number, is needed for all shipping. **No P.O. Boxes are allowed.**
2. Specifically indicate the type of service desired (ground, next-day air – morning or afternoon, second-day air or Saturday delivery).
3. Include information as to whether or not you require more than the standard worth of insurance, which is provided, free of charge. Anything insured over standard worth will include extra charges.
4. Follow all Federal requirements for shipping hazardous materials.

FedEx Service

- FedEx will pick up packages only when called with a request for pick up.
- FedEx requires a 2-hour notice. If you want your package picked up by 5:00 p.m.
- Follow all Federal requirements for shipping hazardous materials.

Deliveries

Large deliveries are received during regular business hours. FedEx and UPS will deliver packages directly to each Incubator Tenant's office suite. CICE staff will not accept nor sign for small deliveries in your absence. The CICE staff will not be liable for packages not directly delivered to your office suite or left in CICE hallways.

Special Events

Lamar University and CICE organize formal meetings and social gatherings that provide opportunities for entrepreneurs to meet local government and business leaders, members of the Advisory Board, and to network with other technology firms. Incubator Tenants are encouraged to take advantage of these opportunities. Notification and details of upcoming events will be provided by the CICE staff.

Furniture and Fixtures

All Incubator Tenants will provide their own computers and equipment to utilize in their business operations at CICE. CICE does provide telephone lines and internet connection for each office. CICE does not provide computers, printers, or personal fax machines. All furniture, fixtures, and equipment provided by and used in the CICE operations and Incubator Tenant offices are the property of Lamar University. This property must be returned in good order to the University upon exiting the incubator program. Costs to move furniture and fixtures may be invoiced to the Incubator Tenant.

Internet Access and Usage

- Each Tenant will be given opportunity to purchase private wifi through Spectrum via LU IT assistance.
- Tenant networks will use private IP ranges
- The Tenants network will exist in their office space if they have procured the use of that lab
- The Wireless internet is a shared internet range for all Tenants.
- Tenants cannot host any external facing services, such as websites or FTP servers, from the Incubator facility. Any hosting should be arranged off site.
- Several locations in the building are configured with a shared network for both Tenants and Staff usage.
- Tenants may not bring additional networking equipment for use in the building. If this is required please contact the CICE staff to schedule a meeting with Lamar University IT.
- If a Tenant wishes to use their own equipment Lamar University will work with them to open up access to their equipment to offsite locations. Lamar University will not troubleshoot the Tenant's equipment.
- The Tenants are responsible for their own antivirus and malware scanning, detection and remediation.
- As the Tenant's will use Lamar University IP address space they and anyone they allow to use their equipment are subject to Lamar university IT policies found here <http://facultystaff.lamar.edu/it-services-and-support/policies/index.html>
- A copy of a valid ID, and phone number is required prior to CICE Staff submitting a request for internet access and wireless access.

- If a Tenant's computer is detected as having violated a policy or come under attack, Lamar University will attempt to contact the Tenant before the computer is disconnected from the network.
- Violation of the policies or rules described above could be grounds for termination of the Tenant contract.

Website

CICE maintains a promotional web site at www.lamar.edu/cice. Information about the Incubator Tenant's mission, and what is happening with your company, along with your logo may be provided to be posted on this website.

Business Equipment and Other Services

Conference Room

Teleconferencing (long distance/international charges will be billed to the Incubator Tenant initiating the call)

Document shredder

Recycling- paper, plastic, cardboard, toner cartridges, small batteries.

Business Advisory Services

Interaction Agreement Meetings

CICE staff may conduct quarterly reviews to gauge the progress of each Incubator Tenant and evaluate the quality and impact of the business assistance. The Incubator Tenant will provide financial statements, the number of full-time and part-time employees, and a comparison of financial performance and projected budget. A volunteer mentor may be appointed/available to serve as a business advisor to the Incubator Tenant on an ad hoc basis. An annual review may be performed on an ad hoc basis prior to renewal of assigned space.

Consultants

Unique situations or unusual challenges often require specialized expertise. CICE Staff can provide contact information for specialists in a variety of business and technical disciplines to assist in addressing critical short-term problems of Incubator Tenants. Outside consultant fees are the responsibility of the Incubator Tenant. Additionally, CICE and Lamar University is not responsible for the information provided by outside consultants. Limited consultation and assistance are also available from our experienced staff, University Faculty, the Small Business Development Center, and MBA graduate students.

Commercialization and Industrial Relations

CICE can assist Incubator Tenants in learning about Lamar University Intellectual Property, licensing opportunities, Industry Research Agreements, University core facilities, faculty, and staff.

Small Business Development Center

- Business plan development
 - Market analysis
 - Marketing plans
 - Procurement assistance
 - Export assistance
 - Financial projections and analysis
-

CICE Access and Security

Incubator Tenant Visitors

Incubator Tenant visitors are welcome in the facility during business hours. Visitors should be directed to your office suite. All visitors are required to adhere to Lamar University and CICE policies.

Keys and Security Access Cards

All office keys will be requested of the University Key Shop by CICE staff. Two office keys will be issued each Incubator Tenant. Additional keys are available at a cost of \$50.00 each. Contact CICE staff if additional keys are needed. There will be a minimum charge of \$50.00 per each replacement key. Companies may request their office space be re-keyed, at Tenant's expense, when they move into the CICE or at any time. CICE staff will arrange for the rekey installation and the Incubator Tenant will be responsible for all expenses incurred. If unauthorized keys are made, companies will be responsible for any expenses involved in re-keying offices. **Please notify CICE staff immediately if anyone from your company loses their key.**

All security access cards for exterior entrances are issued through the CICE. Please notify the CICE staff which essential employees require access cards. A copy of a valid ID, and phone number is required prior to CICE Staff submitting a request for access cards and library access. Security access cards are not to be shared or loaned out to anyone, including other employees, within the same company, for any reason. Incubator Tenants or employees of the Incubator Tenant, found to be sharing or loaning security access cards, may have access cards canceled without prior notice by the Director and may be grounds for termination of Tenant's Service Agreement. Lost or stolen security access cards must be reported to the CICE Staff as soon as practical and a new card will be requested. There is a \$50.00 replacement fee for security access cards. Anyone entering CICE without a working security access card in their possession must be escorted at all times by a representative of the Incubator Tenant that provided entry. Access into CICE is granted to authorized employees of all Incubator Tenants located in CICE, and to the CICE Staff and

University official representatives. The doors to the Incubator Tenant's space or exterior entrances are not to be propped open.

Lamar University reserves the right, at its sole discretion, to restrict or deny access to the CICE facility and the CICE site to any individual or individuals which in the University's opinion represent a physical threat to themselves or others, have been or are engaged in activities on CICE property which could interfere with operations of the facility, quite enjoyment of the premises by other tenants or could result in damages to the CICE facility or improvements located on the CICE site.

Security and After-Hours Policy

Lamar University Police Department provides campus security. Random patrols are conducted throughout the day. Any Incubator Tenant with a special security need, may contact the CICE Staff to discuss those needs.

Please contact the University Police Department if you notice suspicious people or packages at the CICE outside of regular business hours.

- Lamar University Police Department (Emergency): 409-880-7777
- Lamar University Police Department (Non-Emergency): 409-880-8307
- Lamar University Police Department Email Address: police@lamar.edu

Care & Use of CICE Facilities

CICE Incubator Tenant premises are provided for the purpose of carrying on the prescribed business outlines in your Incubator Tenant application....

General Building Rules and Regulations

1. The sidewalks, entrances, and passages or hallways in the common areas of CICE shall not be obstructed by any Incubator Tenant or used for any purpose other than ingress and egress and for temporary moving routes at times approved by CICE staff.
2. Toilets, sinks, and other plumbing fixtures will be used responsibly and for their intended purpose. No coffee grounds, food remains, sweepings, rubbish, rags, paper towels, or other non-intended substances shall be flushed or washed down drains. All damages resulting from any misuse of plumbing fixtures shall be borne by the Incubator Tenant who, or whose employees, customers, visitors, or invitees, caused the damage.
3. No cooking will be done in any portion of the facility, except for microwaves in the Break Room. No hot plates, coffee pots, or electric appliances allowed in CICE offices.
4. No open flames are allowed in the CICE offices.

5. No fundraising, canvassing, general solicitations, nor distribution of political, religious, or cause literature will be permitted. An announcement board is located in the break room. Any posted announcements must be approved by CICE staff prior to posting.
6. Incubator Tenants may hang pictures on the walls in their offices. No displays of a sexual or political nature will be permitted in CICE facilities. If large items need to be installed, such as white boards, please contact CICE staff to make arrangements for installation. Incubator Tenants will be responsible for repairing the wall, and the expense may be deducted from the security deposit upon checkout.
7. Glass door panels and side lights may not be covered.
8. In general, the Incubator Tenant will not permit unusual or loud noises and/or odors to be produced in their space if such noises/odors offend or disturb other occupants of CICE.
9. CICE premises will not be used for lodging or over-night occupancy.
10. CICE premises will not be used for storage of personal belongings, vehicles, bicycles, or any items not used in the operations of the Incubator Tenant company.
11. No alcoholic beverages are allowed on the premises. No illegal drugs, explosives, fireworks, alcoholic beverages, flammable, radioactive or potentially contagious/hazardous materials will be permitted in CICE. Incubator Tenants shall not place anything outside of CICE buildings, including roof setbacks, window ledges and other projections, or drop anything from the windows, stairways, or parapets. Hallways are not to be used for permanent or temporary storage of any kind.
12. Incubator Tenants shall not interfere with the heating, ventilating, or cooling apparatus.
13. Incubator Tenants shall not keep animals in their offices.
14. All Lamar University properties are considered “Tobacco Free” (including electronic and smokeless tobacco products).
15. CICE provides for janitorial services for offices. If the Incubator Tenant requires specialized services, they must request services of the CICE staff.
16. The CICE cleaning service will enter individual offices to collect trash. We have requested cleaning begin after 6:00pm. If Incubator Tenant does not wish cleaning service to enter an individual office, please post a note outside the office. Incubator Tenants may place trash containers in the hall outside their offices to be collected by the cleaning service. Containers should be kept inside offices or labs during the day. Please contact CICE staff with any concerns regarding cleaning services. Cleaning services for laboratory spaces are the responsibility of the Incubator Tenant. Contact the CICE staff for further information.
17. A recycling box for paper is provided each Incubator Tenant for their office suite. A recycling station for the CICE is located in the office suite back hall/work area. Cardboard containers

should be broken down and placed behind the green recycling bin. It is not the responsibility of the cleaning service to break down boxes.

ITEMS THAT CAN BE RECYCLED

- Office paper including white & colored paper, envelopes, window envelopes, shredded paper, and scratch paper should be placed in a recycle box provided for each Incubator Tenant's office.
 - Newspaper, advertisements and magazines should be separated by type and placed in separate containers/boxes
 - Aluminum cans and plastic bottles in large green marked container.
 - Cardboard (please flatten and stack behind green container)
18. CICE Incubator Tenants should take large trash items directly to the dumpster container located outside behind the receiving room.
19. All Incubator Tenants will respect the privacy of and practice courtesy toward other Incubator Tenants of CICE.

Reservation of Conference Rooms & Equipment

The conference room and/or board room is equipped with display monitor and necessary connections. Reservations are on a first come basis, at no cost to Incubator Tenants. Please contact CICE staff for assistance and availability.

Break Room/Collaboration Area

CICE provides a refrigerator, and microwave for your benefit.

Please observe the following rules when using the break room and/or collaboration areas:

Since the break room may be used as a collaboration and networking area, it is important for all users to keep it clean. This includes:

- Wiping the tables and kitchen counter after you use them;
- Cleaning out the microwave if your food splattered inside;
- Wiping any spills on the carpet or tile floor;
- And, in general, caring for it as if it were your own kitchen.

If you have a large amount of food to discard, please use trash bags provided and carry out to the dumpster.

- The refrigerator is here for the employees' use and convenience - you are welcome to store your lunches/drinks in the refrigerator. Everything should be labeled with name and date. However, health regulations require that NO hazardous materials (i.e. corrosive liquids, radioactive materials, etc.) be placed inside.
- CICE staff will dispose of anything left in the refrigerator each Friday at 4:30 pm., including all bottles, cans, storage containers, etc. This is the only way to insure sanitary conditions
- Counter space is at a premium in the break room. Please do not leave things sitting on the counter. The only items that should be on the counter are the coffee pot, liquid soap, towels, and the microwave. Be sure to wash and dry your dishes and utensils. **DO NOT LEAVE Dirty Dishes in the sink.**
- Shared cabinet space, above the counter, is limited.

Right of Entry & Inspection

Lamar University and CICE staff may retain a key and/or passkey to Incubator Tenant's space and shall have the right to enter INCUBATOR TENANT space. Lamar University's Office of Risk Management shall have the right at any and all times to service and inspect Incubator Tenant Space. Otherwise, except in the event of an emergency Lamar University and CICE shall have the right upon 48 hour notice to service and inspect Incubator Tenant Space. During the period beginning sixty (60) days prior to the expiration of the Initial Term or any Renewal Term (unless the parties have already agreed to extend the Term of this Agreement), CICE staff may enter INCUBATOR TENANT space to show INCUBATOR TENANT space upon 48 hour notice to prospective INCUBATOR TENANTS. Lamar University reserves and shall have the right and power to prescribe weight limits and position of objects located within the premises in order to distribute the weight properly so that no damage is done from overloading.

Surrender of Premises Back to TEXAS STATE

Should the Incubator Tenant Service Agreement be declared terminated, or upon expiration of its term, Incubator Tenants shall surrender the premises to Lamar University immediately, waiving any notice of eviction. If Lamar University terminates the Incubator Tenant Service Agreement, Lamar University may assign the facility space to another at its discretion or make any use of the premises it so desires.

Heating and Air Conditioning Issues

Thermostats are set according to Lamar University Energy Conservation regulations. Please do not adjust these thermostats. Contact the CICE staff for all heating and air conditioning concerns.

Maintenance

If you become aware of a facility repair or maintenance need or a hazardous situation, please contact CICE staff by phone or email. All requests for building services or accommodations will be made through the CICE staff. Those needs that are particularly urgent and may result in dangerous situations for Incubator Tenants or damage to the premises should be brought to the attention of the Director or CICE staff immediately and will be given priority. Should an urgent facility related situation arise during non-regular hours please contact the on-call university personnel at (409) 880-8307 (Lamar University Police Department).

Moving

Moving shall be coordinated with CICE staff to ensure the least amount of disruption. Incubator Tenants will be responsible for providing supervision of any moving operations that may involve common areas of the CICE and will be liable for any losses and/or damages that result from such activities and/or from Incubator Tenant's failure to provide such supervision. Moves will be coordinated in advance with CICE staff to minimize interference with other CICE activities.

Parking

Incubator Tenants, their employees, and guests may park anywhere in the back parking lot. Vehicles may not be left overnight without prior notice. At this time, no University parking tag is required at CICE for Incubator Tenants and their employees.

CICE Building

Alterations or Improvements

All physical alterations to Incubator Tenant office or lab spaces must be pre-approved in writing by CICE and arranged for by CICE through the University's Facilities department. Incubator Tenant companies will be invoiced by the CICE staff for these expenses. During remodeling or construction, CICE staff will keep Incubator Tenants apprised of work progress. Schedule of construction will be done so as to minimize disruption to CICE Incubator Tenants. Incubator Tenants are not allowed to make any alterations, modifications, or improvements in and to the facility space or the CICE premises without first obtaining the written consent of the CICE Director and the Lamar University's Facilities department. Hanging pictures, white boards, etc., are permissible within the individual Incubator Tenant's space. Any alterations, modifications, or improvements made by Incubator Tenants or by Lamar University on Incubator Tenant's behalf shall become the property of Lamar University and shall be surrendered to Lamar University at the termination or expiration of the Incubator Tenant Service Agreement or any extensions or renewals thereof without compensation. Incubator Tenant companies will be invoiced by the CICE staff for any such costs incurred by Lamar University on Incubator Tenant's behalf. Any alterations,

modifications, or improvements shall not impair the safety or the appearance of the facilities and shall be made according to all applicable laws, ordinances, regulations, applicable standards, and policies, including but not limited to those of the Texas State University System Board of Regents and Lamar University's Facilities department.

Upon the termination of the Incubator Tenant Service Agreement, if Lamar University directs by written notice to Incubator Tenant, Incubator Tenant, at its sole expense, shall promptly remove any additions and/or restore any modifications or improvements designated by Lamar University, and repair any damage caused by removal and restore the premises to their original condition. Incubator Tenants shall not otherwise mark, paint, drill into or in any way alter the windows, doors, walls, ceiling, partitions or floors of the CICE building or premises, without the prior written consent of the CICE Director. Please contact the Director to obtain estimates, initiate work orders, or obtain the necessary approvals for these items.

Installation of Computer Ports & Telephones Jacks

The CICE building office suites are designed with electrical outlets and telephone ports.

Signage and Trademark Usage

Incubator Tenant company names will be posted on CICE's directory board in the reception area. Office doorway signs may include the company's name, logo, and a brief description of the company; however, door signs may not obstruct the room number or block out the glass door panels or side lights. Signs must be approved in writing by CICE staff prior to posting.

Incubator Tenants shall not use any trademark, service mark, trade name or other indicia of Lamar University, nor shall the Incubator Tenant hold itself out as having any business affiliation with the university and upon cause shall issue public disclaimers to that effect. It is not the intent of the business incubation program for any Incubator Tenant to gain any advantage for soliciting and selling any goods or services to Lamar University employees and students. Incubator Tenants are specifically prohibited from such direct solicitation and sale on any university property, by means of Campus Mail, campus telephones or otherwise. The Incubator Tenant Service Agreement does not create a partnership, joint venture or any other implied relationship.

Environmental Health & Safety Issues

Incubator Tenant will not have access to any Laboratory Space. No research and development activities involving the use of chemicals shall take place in the INCUBATOR TENANT Space.

Please visit <https://www.lamar.edu/about-lu/administration/risk-management/index.html> for more

information regarding Lamar University risk management protocol.

Building Emergency Procedures

The CICE will schedule regular, annual fire drills. This allows us to practice and prepare for an emergency so we will react in a calm and orderly fashion in the event of a real emergency. These practice evacuations are a coordinated effort for everyone in the building. Failure to leave the building during these drills may result in fines. Your serious commitment to these practice evacuations is appreciated.

The EHSRM Director or EHSRM Specialist will coordinate evacuations.

- All offices will post a floor diagram within your suite so that staff members and guests can clearly see designated exits.
- Each Incubator Tenant will follow established procedures for evacuating persons with disabilities.
- If there is a manageable fire, locate the nearest fire extinguisher and attempt to put out the fire while having a co-worker contact a CICE Staff member.

Each Incubator Tenant should have their own First Aid kit.

Each Incubator Tenant should have their own procedures posted in their individual spaces for employees, depending on their specific type of business.

ADDITIONAL SERVICES FEES

EFFECTIVE June 1, 2018

Service	Charge
Telecommunication Charges	University office phone services are available at cost. LD charges (international and domestic) will be billed, at cost, on the following month's invoice. Office phones may be purchased (at cost) or rented from the CICE (no outside phones allowed, other than cell phones). Phones may be rented at a rate of \$15/month.
Parking	As set by Lamar University parking policy/department.
Additional Key Charge/Access Card	\$50/key or \$50/access card
Copies	B/W - \$0.06/copy after allowance of 500 copies per month.
Facsimiles- Local/Long Distant/International	Incubator Tenants may use calling card or enter phone system access number (for tracking and billing purposes). Long distance/international phone/fax charges will be billed, at cost, on the following month's invoice. There is no charge for local fax service.
Mail Handling	Mail boxes assigned at no additional cost.
UPS, FedEx, DHL	At Incubator Tenant cost and paid directly to 3 rd party provider.
Conference Room monitor and teleconference phone.	On request and subject to availability. Conference calls: Incubator Tenants must arrange with carrier. Long distance/international charges apply, as noted above.
Late Invoices	10%
Damages/Repairs	At cost, based on reasonable quote to repair and/or replace damaged item(s).

Initial
Here:
