

GEORGIA STATE UNIVERSITY INCUBATOR CODE OF CONDUCT

I. OUR MISSION

Georgia State University (“GSU”) supports entrepreneurship, innovation, and new venture formation among its students, faculty, staff, alumni, and community supporters. GSU incubators provide an open and dynamic environment and support system for entrepreneurial innovation. This Code of Conduct (“Code”) must be read, acknowledged and followed by each incubator participant for continued use of GSU’s incubators.

II. HOW THE CODE APPLIES

This Code applies to all GSU incubator participants. All incubator participants are responsible for familiarizing themselves with this Code and complying with it in all respects regarding their participation in GSU incubators, and ensuring their permitted visitors and guests also comply.

A number of other agreements, codes and policies may also apply to GSU incubator participants depending on their broader relationship with GSU. For example, incubator participants who are GSU students are subject to the GSU Student Code of Conduct. Similarly, GSU’s faculty and staff members are governed by the relevant provisions of the Faculty Handbook and Employee Handbook respectively. Nothing in this Code replaces or supersedes any agreement to which GSU is a party or any other GSU policies or codes, which will continue to apply and govern.

Failure of a GSU incubator participant to comply with the requirements of this Code may lead to that participants’ privileges at the GSU incubator being revoked and/or referral to the appropriate GSU office for further sanctions.

III. OUR STANDARDS FOR CONDUCT

All GSU incubator participants are required to:

- A. conduct themselves in an honest, collegial and ethical manner that is respectful of the rights and safety of themselves and others;
- B. comply with all applicable laws and regulations and all applicable GSU agreements, codes, guidelines, procedures and policies;
- C. act with integrity and conduct themselves in a way that promotes and maintains the public’s trust and confidence in GSU as an institution of higher learning, with a focus on supporting its students and alumni; and
- D. support, and be seen to support, GSU’s student and alumni incubator participants.

IV. RESPONSIBILITIES AND PROHIBITIONS

A. *Relations Among GSU Incubator Participants*

It is the responsibility of every GSU incubator participant to maintain productive, cooperative, collegial and civil relations with all other GSU incubator participants.

B. *Confidential Information and Intellectual Property*

Each GSU incubator participant acknowledges the GSU incubators provide open, collegial atmospheres. The collaborative nature of GSU incubators must be balanced by each GSU incubator participant taking care at all times to protect the confidential information and other intellectual property that he/she, and his/her project team/advisors, bring to a GSU incubator. It is each GSU incubator participant’s responsibility to protect his/her own confidential information from unauthorized disclosure and use. Each GSU incubator participant should avoid leaving confidential information unattended at an incubator and should ensure confidential documentation and materials left at an incubator are securely stored. Lockers are available at GSU incubators upon request (subject to availability) for this purpose.

As part of their activities at the GSU incubators, participants may receive access to or become aware of other GSU incubator participants' confidential information. GSU incubator participants shall not use any such confidential information for any purpose, or disclose any such confidential information to any person, except as explicitly permitted by the person who disclosed that confidential information to them. GSU incubator participants shall return all unauthorized confidential information to its rightful owner upon request and shall certify to that person that the GSU incubator participant has not retained any copy of that information.

For the purposes of this Code, confidential information means information held or disclosed at the incubator's site or through its communications equipment that is not generally available to the public (except due to a breach of this Code or some other legally binding obligation). Confidential information does not include information that becomes subsequently generally available to the public through no breach of this Code and no breach of any other legally binding obligation, information that was obtained by the recipient from a third party free of any duty of confidence, information that was independently developed by the recipient, or information that is required to be disclosed by law, government regulation, or court order.

C. Specific Prohibitions

The following is a list of some, but not all, behavior that constitutes an offence under this Code:

- harassing, bullying or intimidating others;
- holding yourself out as an agent of GSU or the GSU incubators, or making promises or statements on behalf of GSU or the GSU incubators, except were you are specifically authorized in writing to do so;
- using any equipment or facilities provided by the GSU incubators for any purpose other than the particular project authorized by GSU;
- interfering with the transmission of heat, air conditioning, electricity, or any other utility or data services, including, but not limited to, phone and internet services, at the GSU incubators;
- possessing any dangerous chemicals (without written pre-approval) or materials (without written pre-approval) at the GSU incubators;
- behaving in ways that unduly disrupt the experience of others at the GSU incubators;
- enter the GSU incubators and thier connected building areas, or permit others to enter the GSU incubators or their connected building areas, without explicit prior authorization;
- making copies or distributing access cards/entry keys/or other security access methods to any other persons;
- willfully damaging property of GSU or others at the GSU incubators or elsewhere; and
- not complying with directions of employees of GSU acting in the legitimate performance of their duties.

V. Enforcement

This Code will be enforced by the GSU incubator managers, who will have sole and absolute discretion to enforce this Code, subject to other applicable GSU policies and procedures. In cases where a GSU incubator manager considers it appropriate, a GSU incubator participant's privileges may be immediately suspended and/or the GSU incubator participant may be required to vacate the GSU incubator premises. The suspension of such privileges may continue thereafter as an interim measure for a period determined by the GSU incubator managers. At an appropriate time, as determined by a GSU incubator manager in his/her sole and absolute discretion, the GSU incubator participant's privileges shall either be reinstated or shall be permanently maintained. A GSU incubator participant may appeal any adverse decision against him/her made by a GSU incubator manager to the GSU Entrepreneurship and Innovation Working Group, whose decision shall be final.

Membership Provisions

Incubator Term. Member's participation at the Georgia State University Incubator ("Incubator") will be determined by assigned membership level. At the start of each semester, Member shall meet with Incubator staff to mutually determine milestones for Member's business.

Incubator Review Meetings. Member shall meet with Incubator staff as outlined by current membership level during the Term to discuss formally both the general progress of the Member towards meeting his/her business milestones and his/her overall participation in Incubator activities and use of Incubator resources. Member agrees to have more frequent informal check-ins with Incubator staff, advisors, and peers during the Term.

Use Fee. For the initial Term, Incubator hereby waives any use fee to be charged to Member for participation in the Incubator. If Member's business obtains financing or incorporates during the Term, then Incubator shall assist Member in locating non-Incubator, off-campus space for Member's business.

Equity. Incubator will have no equity position in Member's business. If such position changes during the Term, Incubator and Member shall execute separate documentation evidencing such equity position.

Investments. Incubator will make no financial investments (convertible notes, future funding rounds, or otherwise) in Member's business. If such position changes during the Term, Incubator and Member shall execute separate documentation evidencing such financial investment.

Intellectual Property. Member shall remain the exclusive owner of all intellectual property resulting from Member's business activities, and Incubator shall have no rights in Member's intellectual property. If such position changes during the Term, Incubator and Member shall execute separate documentation evidencing such ownership and/or rights.

Information Rights. During the Term, Incubator retains the right to stay informed of Member's business' material events (including, but not limited to, financings, acquisition offers, and periodic financial reports of the business' performance).

Incubator Term Terminations/Extensions.

- **Member Termination.** Member may terminate his/her participation in the Incubator at any time upon 7 days prior notice.
- **Member Term Extension.** Term extensions are in the absolute discretion of Incubator staff based upon an assessment of Member's progress towards building a sustainable business (including attaining milestones, obtaining adequate working capital, successful participation in Incubator activities, etc.) and positive participation in Incubator activities.
- **Member Graduation.** Incubator staff may determine that Member should graduate from the Incubator and move to independent facilities. Such instances shall be evaluated on a case-by-case basis and may include an evaluation of the following:
 - Member is not actively using its space at the Incubator;
 - Member has no continuing need for incubator services;
 - Member has sufficient capitalization to afford space on its own outside the Incubator;
 - Member is occupying too much space in the Incubator; or
 - Member's business has achieved an exit (e.g., acquisition, merger, IPO, etc.).
- **Incubator Termination.** Incubator staff may terminate Member's participation in the Incubator at any time for the following reasons:
 - Failure to comply with Incubator's "Code of Conduct;"
 - Failure to engage in Incubator activities or meet Incubator expectations;
 - Abusive behavior or any behavior inconsistent with the expectations of Members; or
 - Substantial complaints from University employees, Incubator staff, other Members, or Guests.

- **Member Term Extension.** Term extensions are in the absolute discretion of Incubator staff based upon an assessment of Member's progress towards building a sustainable business (including attaining milestones, obtaining adequate working capital, successful participation in Incubator activities, etc.) and positive participation in Incubator activities.
- **Post-Term Incubator Support.** Member agrees that, in his/her discretion, in return for the opportunities and privileges granted to Member at the Incubator, he/she will take reasonable steps to provide bona fide value back to the Incubator and to promote the Incubator during and after the Term has expired.

Additional Terms and Conditions

The services the Incubator provides to you are subject to the following Terms and Conditions, which may be updated at any time. Your continued participation in the Incubator shall be deemed acceptance of these Terms and Conditions.

Independent Advisors. Member may receive business, operational, and technical consulting services from Georgia State University faculty, staff, and students, business professionals, economic development professionals, and other interested parties. Member expressly acknowledges and agrees that such information is advisory in nature and Georgia State University, and its employees, shall not be held liable for the acts or omission of these individuals.

No Guarantee of Results. Member expressly acknowledges and agrees that Georgia State University and Incubator cannot guarantee that Member's business will succeed. Member shall be solely responsible for making all decisions and taking actions related to his/her business, including compliance with all applicable laws and regulations, and Member hereby waives and covenants not to sue Georgia State University and the Board of Regents of the University System of Georgia and its employees, agents, contractors, or other representatives for any claim related to such matters.

Confidentiality. Member expressly acknowledges and agrees that during his/her participation in the Incubator, he/she will be exposed to Member Confidences. "Member Confidences" means information (such as business information, trade secrets, technology, customers and prospects, and other confidential information) disclosed by Georgia State University, the Incubator, and other participants in the Incubator that is confidential or proprietary in nature. Member agrees to keep confidential and not to disclose Member Confidences, and Member understands that Member Confidences remain the exclusive property of whomever disclosed them, and Member acquires no rights in Member Confidences.

Assignment. Member's participation in the Incubator is particular to Member. Member shall not assign or subcontract the whole or any part of this Agreement without Georgia State University's prior written consent.

Applicable Law/Entire Agreement. These Terms and Conditions are governed by the laws of the State of Georgia, and applicable policies, procedures, rules, and regulations of Georgia State University. Additionally, these Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter, and may be amended, but only upon advance mutual written agreement by the parties.

By accepting a LaunchGSU membership card, you acknowledge receipt of this Georgia State University Incubator Code of Conduct, Member Agreement, Member Provisions and Additional Terms and Conditions. By accepting a LaunchGSU membership card, you further acknowledge that you have read, understand, and agree to comply with the provisions set forth herein in their entirety for the duration of my time as a GSU incubator participant.
