

Membership Agreement, Including Exclusive Desk Space and Private Office Space

This Membership Agreement (“Agreement”) is entered into as of _____, (“Effective Date”) between The Regents of the University of California, on behalf of its San Diego Campus (UC San Diego or University) and _____ (“Member”), each a “Party” and collectively the “Parties.”

1. **Services.** The membership created by this Agreement allows Member exclusive access to Desk Number(s) _____ in co-working studio 430, 431, 437 and 440, or a Private Office Space in room located on the Fourth Floor of the Design and Innovation Building, as well as non-exclusive access to common areas including the common kitchen, certain meeting space (excluding) on the Fourth Floor of the Design and Innovation Building (“Premises”), as available and subject to availability and the restrictions set forth in this Agreement; internet service; office equipment, meeting space, knowledge resources, preferred rates for event spaces (collectively, “Services”). The Services are exclusive to Member and may not be assigned to, transferred to, or shared with any other party. The membership is not intended to be a replacement for a full-time workspace and all workspaces must be cleared at the end of each day except for Member’s Exclusive Desk. Member is solely responsible for Member’s belongings at the center at all times. University is not responsible for any property that is left unattended.

Except for Member’s Exclusive Desk and for Private Office Space, access to facilities will be first come first serve on the basis of availability. The University does not guarantee access to a particular facility at a particular time. Reservations must be made through the designated reservation system.

2. **Payment.** Members agree to pay to the University a membership fee of \$200.00 per desk per month. For a private office space, the membership is \$680.00 per month. The membership fee shall be waived for 6 months following the Effective Date. After this 6 month period, monthly payments shall be due on or before the first day of each month via the designated payment process. There is also a quarterly payment option for payment to be made on the first day of each quarter (three-month periods following the University fiscal year from July 1st to June 30th). If this Agreement is executed on a day other than the first day of a calendar month, the payment for membership shall be prorated on a daily basis, based on a thirty-day month.

3. Restrictions on Member Use of Premises.

3.1. **IT Installations:** Member agrees not to install any cabling, IT, or telecom connections without the University’s prior written consent, which the University may refuse in its absolute discretion. Member agrees not to interfere with the normal operations of the University, including the use of the Center by the University or by others, including but not limited to causing any nuisance or annoyance or causing loss or damage to the University.

4. Term and Termination

4.1. **Initial Term.** The term of this Agreement shall be twelve months from the Effective Date.

4.2. **Termination.** University may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time, with immediate effect. Member may terminate the Agreement by giving the University 30 business days prior notice, in writing.

4.3. When this Agreement terminates, Member shall vacate Premises immediately, leaving it in the same state and condition as it was when Member initially began using it. If Member leaves any property in the Center, University may dispose of it at Member’s cost in any way University chooses without owing Member any responsibility for it or any proceeds of sale

5. **Nature of Agreement.** At all times, The Entrepreneurship Center remains in University’s possession and control. THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN MEMBER’S FAVOR WITH RESPECT TO THE PREMISES. The whole of the Entrepreneurship Center, including the Premises, remains the University’s property and in the University’s possession and control. University is providing Member with the right to share with it the use of the Premises. The Parties agree that their relationship is not that of landlord-tenant or lessor-lessee or

licensor-licensee, and this Membership Agreement does not grant any title, easement, lien, possession or related rights to the Center or anything contained in or on the Center. This Membership Agreement does not create a fiduciary or agency relationship, or partnership or joint venture, for any purpose.

6. University's Reserved Rights. University may enter the Premises at any time for any purpose. University may suspend or discontinue any portion of the Services for any reason at any time, however, University will attempt to notify its members verbally or electronically in advance of such suspension or discontinuance, except in the case of routine maintenance or emergency. University may modify or reduce the furnishings in the Premises at any time.

7. Waiver and Disclaimer of Warranties.

7.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNIVERSITY PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR LACK OF NEGLIGENCE. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES AND THE PREMISES, REMAINS WITH YOU AND YOU HEREBY WAIVE ALL RIGHTS OF RECOVERY FOR ANY LOSS RELATED TO MEMBER'S ACCESS TO, PARTICIPATION IN OR USE OF THE SERVICES, INCLUDING IN THE CASE SUCH LOSSES ARE THE RESULT OF UNIVERSITY'S NEGLIGENCE.

7.2. **IT Services and Obligations:** University makes no representations or warranties whatsoever as to the security or level of connectivity of the internet, wired or wireless telecommunications systems, or hosting services provided as part of the Services, or of any data or communications system or any information that you send through or place on it, and you have no expectation of privacy with respect to such systems. University is not responsible for any loss of data, information, business, goodwill or otherwise as a result of such interruptions. Member is responsible for protecting their own computers, devices and data, information, business and goodwill from damage or interference, including but not limited to viruses or malware. Member agrees to abide by the terms of University's Computing Services standards (<https://blink.ucsd.edu/technology/security/user-guides/meet-standards.html>) and Policies (<https://adminrecords.ucsd.edu/PPM/docs/135-3.HTML>). If University suspects Member has violated the Computing Services Policy, University will investigate and may institute legal action, immediately deactivate Services to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators, and you agree to reasonably cooperate with University in all such actions. Member agrees to indemnify University for any damages to the University caused by your violation of the Computing Services Policy.

8. Liability.

8.1. **Exclusion of Incidental, Consequential and Certain Other Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN OR USE THE SERVICES OR THE PREMISES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS MEMBERSHIP AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF UNIVERSITY, AND EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. **EXCLUSION OF CONSEQUENTIAL LOSSES:** UNIVERSITY WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY TO MEMBER FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS.

8.3. **Liability for Alterations or Damage.** Member is liable for any damage caused by Member or those in the Center with Member's permission, whether express or implied, including but not limited to all employees, contractors and/or agents.

9. Privacy. Each party shall comply with all applicable data protection legislation. The University's privacy

policies are available online at <https://www.ucop.edu/ethics-compliance-audit-services/compliance/privacy/privacy-policies-and-references.html>

- (c) Member agrees that University may collect and process personal data concerning Member and/or your personnel in the course of our agreement for services with you. Such personal data will be processed in accordance with our privacy policy to provide you with services, process your payments, administer and improve the program, and comply with legal requirements.

10. Parking

Members shall have the right, but not obligation, to purchase parking permits at the prevailing parking rates charged by the University to its own employees (who are not students). Said rate may be changed from time to time at University's discretion. "A" level permits are limited to executive level and "B" level permit for non-executive employees.

11. Member Duties & Responsibilities

Members are expected to fulfill the following responsibilities:

- Participants must attend the onboarding sessions
- Submit all quarterly check-in reports.
- Participate and engage in Entrepreneurial Center (EC) events such as but not limited to; Open House, Demo Day, and investor meetings.
- Attend all mandatory meetings scheduled by the EC staff. Non-compliance will result in the initiation of membership agreement termination proceedings.
- The Member shall remit payment for all membership invoices by the specified due date.
- Comply with all policies set forth by the UC San Diego Entrepreneurship Center (EC) community
- Abide by the [UC San Diego Principles of Community](#)

12. Intellectual Property

Members will retain ownership of any inventions (the "Inventions") created in the course of their use of the membership benefit space on the Fourth Floor of the Design and Innovation Building, and any intellectual property arising therefrom, provided that all of the following conditions are met:

13. Inventions were not conceived or developed either (i) within the course or scope of the Members' University employment, or (ii) using University research facilities outside of the Premises, or (iii) using any gift, grant, or contract research funds (e.g., UC San Diego research lab/facilities) received through the University. This does not include campus discretionary funds without IP obligations such as competition winnings, foundation grants (e.g., VentureWell), fellowship, or in-kind donations. **Use of University of California Name and Trademarks.** Member will not use the University name, abbreviation of the University name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the University name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without University's prior written approval. Member agrees to comply at all times with California Education Code Section 92000.

14. **Compliance with Applicable Law, Regulation, and Policy.** Parties agree to comply with all applicable laws, regulations, and policies, which shall include applicable University policies.

15. **Force Majeure.** Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, University shall have the option of terminating this Agreement upon written notice to Member.

16. **No Third Party Rights.** Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement

or by operation of law.

17. Amendments and Assignment. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter. The Agreement may not be superseded, amended, or modified except by written agreement between the Parties. This agreement may not be assigned or transferred without the prior written consent of both Parties.

18. Governing Law; Venue. This Agreement is made under and shall be construed according to the laws of California. Any action or proceeding brought enforce a provision of this Agreement, or related to or regarding the rights and duties of the Parties to the Agreement, or arising out of this Agreement shall be brought in a state court of competent jurisdiction located in the County of San Diego, State of California.

19. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

20. Notices. All notices required or permitted under this Agreement shall be made to:

To University:

Director of Student Entrepreneurship, The Basement

Email: thebasement@ucsd.edu

To Member:

Member Name: _____

Member Email: _____

Member Phone Number: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year of the latest signature below.

MEMBER

Member Signature: _____

Member Name (printed): _____

Member Organization: _____

REGENTS OF UNIVERSITY OF CALIFORNIA

Jacques Chirazi
Director of Student Entrepreneurship and The Basement
Office of Innovation and Commercialization

APPENDIX I: General EC Community Policies

1. Access to Entrepreneurship Center (EC) is 24 hours but is subject to change. Occasionally, the Design and Innovation Building (DIB) may be closed in accordance with campus policies.
3. For the safety of our community, the DIB is under 24/7 video surveillance connected to the UC San Diego Police Department; however, if at any time you see or hear something suspicious, please call campus police at (858) 534-HELP (4357).
4. Doorways, vestibules, halls, stairways and similar areas shall not be obstructed or used for any purpose other than ingress and egress to and from the EC. **Do NOT leave any entry doors into the building propped open. Do not let people into the building when the doors are closed, unless they are a member of your team or the DIB community. All visitors at the EC must sign in on the check-in system at the top of the staircase.**
5. Appliances shall be used only for purposes for which they are constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Member shall be paid by Member, and EC shall not in any case be responsible therefore.
6. No signs, advertisements, or notices shall be painted or affixed on or to any windows, doors, or other surfaces of the EC, without previous approval by The EC staff. Upon approval, signs, advertisements, and notices must be affixed with painter's tape in the designated locations set forth by the EC staff.
9. No machinery, equipment, tools of any kind (including but not limited to soldering and welding equipment and tools) shall be operated in the EC without prior approval by EC staff nor shall Member use or keep in the EC any flammable or explosive fluid or substance.
11. Member shall cooperate with University's employees in keeping the EC neat and clean including all common areas, phone booths, workstations, conference rooms, and prototyping lab. Member shall not employ people for the purpose of such cleaning. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, or stairways.
12. Member shall not make or permit any improper noises in the building or otherwise interfere in any way with other Member of the EC, persons having business with them, or cause a disturbance to neighboring offices.
13. No satellite or microwave dishes or exterior antennas, whether freestanding or affixed to a building rooftop, shall be installed upon any building without specific review and prior written approval by EC staff.
14. Do not leave valuables unattended. Participants are solely responsible for loss of and/or damage or theft to their equipment and belongings brought or used in in the EC. Member agrees that the EC is not responsible for any loss and/or damage or theft of belongings that occurs in the EC.
15. As a matter of policy, the EC is committed to providing and maintaining a safe and healthful environment. Smoking is prohibited in all UCSD facilities and anywhere on campus, including the EC. This Smoke Free Policy applies to all UCSD facilities, owned, leased or licensed, regardless of location.
16. As a condition of having access to the EC, Participant will not conduct activities in the EC for any purpose that is unlawful or prohibited by these terms, conditions and notices and the EC policy.
17. ID card access to the EC is a privilege and is not automatically extended to each Member. The Member agrees that the EC staff shall have absolute discretion in determining whether access should be denied or terminated.

18. The communal kitchen is available for all members to use. However, cooking of any kind is prohibited within the EC.

19. The EC staff reserves the right to amend or rescind any of these rules and implement additional rules and regulations as deemed necessary for the safety, maintenance, and operation of the Design and Innovation Building. This includes ensuring the protection and comfort of all occupants, including EC lessees, licensees, employees, and guests, as well as maintaining order and cleanliness. The staff may also deny or terminate a Member's access if needed to uphold these standards.

20: Any damage caused by a Member to the EC, including but not limited to the co-working space, communal kitchen, conference room, and equipment, shall be the sole responsibility of the Member, who agrees to bear the full cost of repair or replacement.

21. Failure to follow EC Community Policies will result in terminated access to the facility and EC programs.

22. The EC and the entirety of the Design and Innovation Building is a place of business, and all Members are expected to always carry themselves in a professional manner. Sleeping in the EC and on any floor of the Design and Innovation Building are prohibited. For alternative options, please refer to dedicated [napping spaces](#) on campus.

I have read and agree to adhere to the General EC Community Policies:

_____ Member Initials
