

**Roy J. Carver Co-Laboratory
Iowa State University
Plant Sciences Institute**

**Innovations Development Facility
*Policies and
Procedures Guide***

**For the
Business Incubator (CoBI) and
Public/Private Partnership (3P)
Program**

**Version 2
(07/07/04)**

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I. Principles of Operation and Mission:

The Roy J. Carver Co-Laboratory Business Incubator (CoBI) and Public/Private Partnership (3P) Program are exciting new ventures at Iowa State University (ISU) created in September, 2003, to promote economic development in the area of plant biotechnology. CoBI and the 3P Program are housed in the Innovations Development Facility (IDF) located in the Roy J. Carver Co-Laboratory building at ISU.

CoBI will serve as an incubator facility for start-up companies associated with the Plant Sciences Institute and the 3P Program is designed to promote the interaction and exchange between ISU scientists and scientists from private sector entities. These facilities will be productive research environments where scientists from academe and industry can work together to advance the mission of the Plant Sciences Institute and promote economic development in Iowa.

Mission of IDF:

- To promote public (university)/private partnerships that lead to economic development in the area of plant biotechnology;
- To connect university faculty, staff and students to the business community and to encourage them to develop commercial entities or transfer technology to the private sector;
- To create opportunities for the private sector to work interactively in a university environment with faculty, staff and students; and
- To operate in a manner that promotes the learning, discovery, and engagement missions of Iowa State University.

CoBI Operations:

CoBI will serve as a business incubator for encouraging the creation and development of productive commercial enterprises by university faculty, staff and students. To do so, CoBI will lease laboratory and office space and provide access to common use facilities and equipment (according to individual contracts).

3P Program Operations:

The 3P Program will encourage the research collaboration between ISU scientists and scientists from established Iowa businesses. To do so, the 3P Program will lease facilities to commercial entities to promote the exchange and the interaction between university faculty, staff, and students, and private sector scientists. The interaction is intended to foster advances in research, to familiarize scientists in academe with industry and vice versa, and to provide unique training opportunities for students. The value proposition to PSI and ISU for operating a 3P Program include:

- Add to the scientific capabilities and infrastructure of the Plant Sciences Institute.
- Promote closer ties and research relationships with Iowa businesses.
- Garner added income from licensing fees and royalties for ISU intellectual property.
- Compete better for research grants and contracts from governmental agencies or organizations that support business research opportunities.
- Provide unique training opportunities for ISU postdocs and/or students.
- Provide successful business models for CoBI occupants.

II. Facility Management:

CoBI and the 3P Program will be managed and operated by Cheryl Kamman, IDF Director, who will report to the Director of the Plant Sciences Institute, Dr. Steve Howell, and Director of the ISU Research Park and ISU Pappajohn Center, Mr. Steve Carter.

Contact Information:

Cheryl Kamman, Director, Innovations Development Facility
1077 Roy J. Carver Co-Laboratory
Iowa State University
Ames, IA 50011-3650
Phone: 515-294-3945
FAX: 515-294-5256
Email: kamman@iastate.edu

All businesses and business personnel associated with CoBI and the 3P Program must abide by relevant ISU regulations and conduct activities in a manner that will not be detrimental to the stature of ISU and the Plant Sciences Institute.

III. Term Limits:

The typical rental period for space within IDF will be six months to two years, with the flexibility of extending that time period if negotiations are underway with the ISU Research Park to build up space for the company.

The Director will meet with the tenants of IDF on a periodic basis (at least quarterly) to review the progress of the company. Milestones will be developed with the company to determine an appropriate time that the company has successfully grown to a point that would allow the tenant to seek a larger space outside the scope of IDF. The Director will work directly with the ISU Research Park and the company to ensure a smooth transition if the tenant plans to relocate to the ISU Research Park.

IV. Occupancy Criteria for CoBI and 3P Program:

A. Occupancy Criteria for CoBI:

Prospective CoBI occupants must have and maintain at least one of the following relationships with ISU (preference will be given to occupants that possess these criteria in this order, with #1 being the highest preference):

1. One or more of the principals in the business are currently an ISU faculty, staff or student, preferably in the research area of plant biotechnology.
2. The business was conceived by, developed by, or substantially involves ISU faculty, staff or students.
3. The business has intellectual property optioned or licensed from the ISU Research Foundation, Inc. (ISURF).
4. The business is contracting with ISU, under a research agreement, for substantial technical or business services provided or supervised by a current ISU faculty member, preferably a PSI faculty affiliate.

The CoBI Program is for companies in the start-up phase of development, and the primary location for the business is in the Roy J. Carver Co-Laboratory.

For companies that are already established and have a primary location outside of the university, then the company must apply for the 3P Program.

B. Occupancy Criteria for 3P Program:

Prospective 3P Program occupants must have and maintain at least one of the following (preference will be given to occupants that possess these criteria in this order, with #1 being the highest preference):

1. The company is incorporated in Iowa, preferably in the area of plant biotechnology.
2. The company is contracting with ISU, under a research agreement, for substantial technical or business services provided or supervised by a current ISU faculty member, preferably a PSI faculty affiliate.
3. The company has a significant on-going relationship and partnership with ISU and ISU scientists, preferably with PSI.
4. The company has had in the past or plans to have a relationship and partnership with ISU and ISU scientists, preferably with PSI.

Prospective start-up businesses that are interested in locating at IDF will fill out an Application Form (see Appendix D). The form requests company information (if the company is incorporated), a summary of the research project, key personnel that will be working in IDF, relevant intellectual property, and ties to ISU (past or anticipated).

The IDF Director will decide on applicants and negotiate terms, drawing on advice from the Director of the Plant Sciences Institute and the IDF Advisory Committee. Items that will be taken into consideration are ones that should contribute to the value proposition for the Plant Sciences Institute and for ISU. These criteria include (but are not limited to) the following:

- Adding to the scientific capabilities and infrastructure in Iowa in the area of plant biotechnology.
- Training opportunities for ISU postdocs and/or students.
- Prospect for success in becoming an Iowa business and for employing Iowans.
- Up-front and/or anticipated income from licensing fees and royalties for ISU intellectual property.
- Opportunity to receive research grants and contracts from various governmental agencies or organizations that support technology transfer activities.

V. Services Provided:

General Services:

- Office and lab space
- Shared Common Equipment – see Appendix A
- Telecommunication services, computer LAN, and Ethernet access
- Receptionist support
- Meeting and conference room accommodations
- Copy and FAX machine access (a small fee per copy will be charged)
- Library services
- Parking privileges

- Access to ISU students and supervisors for approved project work
- Access to ISU facilities and departments:
 - ISU Chemistry Stores: www.chem.iastate.edu/chemstore
 - ISU Dept. of Environmental Health and Safety: www.ehs.iastate.edu
 - ISU Facilities Planning and Management: <http://www.fpm.iastate.edu/>
 - ISU Office of Research Compliance: http://grants-svr.admin.iastate.edu/vpr/research_compliance/
 - For a listing of ISU Service Facilities for Research in Biotechnology, please see this website: http://www.biotech.iastate.edu/service_facilities/

VI. Business Resources for Occupants:

IDF will work closely with all of the technology transfer organizations at ISU. In pursuit of their business activities, occupants of IDF may enter into collaborations with one or more offices of ISU including:

Organization	Website and Assistance Provided	Contact Person
ISU Pappajohn Center for Entrepreneurship	http://www.isupjcenter.org/ The Center provides services including market research and business plan development, and connects prospective companies to a network of private sector expertise and resources.	Mike Upah mjupah@iastate.edu 515-296-6532
ISU Small Business Development Center	http://www.iabusnet.org/prod/sbdc/directory/isu.cfm The ISU SBDC provides free and low-cost counseling, training, and business assistance to Iowa's entrepreneurs that are interested in starting, expanding, rescuing, buying, or selling a business.	Mike Upah mjupah@iastate.edu 515-296-6532
ISU Research Foundation, Inc. (ISURF) and Office of Intellectual Property and Technology Transfer (OIPTT)	http://www.techtransfer.iastate.edu/ ISURF and OIPTT provide assistance in technology commercialization, product development, intellectual property matters, and licensing to secure rights to ISU intellectual property.	Mary Kleis mkleis@iastate.edu 515-294-3893
Institute for Physical Research and Technology (IPRT)	http://www.iprt.iastate.edu/assistance/index.html IPRT provides short-term, no-cost technical assistance in materials-related areas, contract research and development for product and process development or improvement, and services to help Iowa companies win federal R&D grants, including SBIR/STTR.	Debra Amenson damenson@iastate.edu 515-294-8849
Office of Sponsored Programs Administration (OSPA)	http://ospa.iastate.edu/ OSPA provides comprehensive support services for the administration of externally sponsored research projects. To view the standard ISU agreements, including Non-disclosure, Material Transfer, Sponsored Project, and Subcontract Agreements, see: http://ospa.iastate.edu/standard_agreements.htm	Thane Peterson tjpete@iastate.edu 515-294-5225
ISU Research Park	http://www.isupark.org/ Existing tenant spaces in the ISU Research Park currently range from 500 to over 21,000 gross square feet. The Park oversees the multi-tenant facilities and arranges for property maintenance and repair when needed, assists in telecommunications needs, space modifications, or health and safety issues.	Steven Carter stc@iastate.edu 296-6532

VII. Conflict of Interest Policies:

As a land-grant institution with a strategic plan focused on learning, discovery and engagement, ISU employees traditionally interact with individuals outside the university. ISU is committed to ensuring all appropriate parties are fully aware of any conflicts that may influence collaborative efforts.

A potential conflict of interest can occur when an ISU faculty or staff member is or may be in a position to influence the university's business, research, or other business decisions in ways that could lead to personal gain.

ISU faculty and staff members and other occupants of CoBI and the 3P Program will abide by the ISU Policy on Conflicts of Interest listed on the Office of the Vice Provost for Research and Advanced Studies' website:

http://grants-svr.admin.iastate.edu/vpr/policy_conflict_of_interest.html.

The key to the management of potential conflict of interest is disclosure. Disclosure of potential conflicts and working proactively with the appropriate ISU administrators and officials to manage potential conflicts are in the best interests of all parties. Special concern must be exercised in helping staff and students to manage potential conflicts. Safeguarding ISU's mission, reputation and societal role is of utmost importance in dealing with potential conflicts.

VIII. Intellectual Property Policies:

Iowa State University employees are governed by university policies on intellectual property established by the State Board of Regents and the State of Iowa, ISU, and the Iowa State University Research Foundation, Inc. (ISURF). Any agreement that involves interaction with an ISU employee (faculty, staff, graduate assistants, postdoctoral fellows, and visiting scholars and scientists) will require that the employee abide by all university policies concerning intellectual property (<http://www.techtransfer.iastate.edu/policies/>).

The Iowa State University Research Foundation, Inc. owns and manages intellectual property for ISU. Intellectual property is assigned to ISURF, according to university policies, by inventors or creators who are employees or students of the university. In some cases collaborative projects result in intellectual property that may be jointly invented with employees of another institution or company. ISURF will work with the other institution or company to prepare appropriate agreements to address issues of marketing, patenting, licensing and division of royalties.

IX. Environmental Health & Safety Policies:

It is the policy of Iowa State University to provide and ensure a safe and healthy environment for employees, students, and visiting public, and to maintain at all times an effective safety program.

Each person in a supervisory or management capacity is responsible for the provision and maintenance of safe working conditions in his or her respective area, and for proper enforcement of all authorized and applicable safety rules and regulations. Each person is also personally responsible for complying with safety rules and for using any safety

equipment which is provided or required. All safety hazards, accidents, and failures to comply with safety rules shall be reported to supervisory personnel and referred to the appropriate health and safety organization if additional action is necessary.

It is the intent of this policy to prevent accidents and injuries and to help each member of the ISU community maintain a high standard of safety and health. To view the entire set of ISU EH&S policies, please see <http://www.ehs.iastate.edu/>

A. To sign up for EH&S training courses, please view the Online Training Center at: <http://www.ehs.iastate.edu/ieotc.htm>, and contact Karin Schoen, kschoen@iastate.edu, 515-294-8838.

B. Hazardous waste and chemical removal services can be arranged from EH&S for a fee. For hazardous waste and chemical removal forms and questions, please see: <http://www.ehs.iastate.edu/ep/wasteremoval.htm>

X. Rental Rates:

Rental Rate is \$24/sq. ft./year, which calculates to the following:

First Floor

Laboratory Room #1024.....	185 sq. ft.....	\$4,440/year
Laboratory Room #1026.....	185 sq. ft.....	\$4,440/year
Laboratory Room #1028.....	185 sq. ft.....	\$4,440/year
Laboratory Room #1030.....	185 sq. ft.....	\$4,440/year

Second Floor

Laboratory Room #2048.....	185 sq. ft.....	\$4,440/year
Laboratory Room #2052.....	380 sq. ft.....	\$9,120/year
Office Room #2073.....	135 sq. ft.....	\$3,240/year
Office Room #2077.....	135 sq. ft.....	\$3,240/year
Office Room #2079.....	135 sq. ft.....	\$3,240/year

Appendix A. Common Equipment List

**Location and availability of common equipment is subject to change.*

Item	Room #	Contact Person**	User Group
Gel imager (Alphaimager 3400)	1046	Ping C.	Howell, Voytas, MEI
Fluorescence plate reader (Bio-Tek)	1012	Ping C.	Howell, Voytas, MEI
-80° freezer (So-Low)	1046	Ping C.	Howell, Yeung, MEI
Transfer Hood (NuAire)	1032	Erika H.	Voytas, MEI
30° incubator (Fisher Scientific)	1043	Voytas Lab	Voytas, MEI
37° incubator (Fisher Scientific)	1043	Voytas Lab	Voytas, MEI
30° shaker (New Brunswick)	1046	Voytas Lab	Howell, Voytas, MEI
37° shaker (New Brunswick)	1046	Voytas Lab	Howell, Voytas, MEI
E. coli electroporator (Bio Rad pulser)	1043	Voytas Lab	Howell, Voytas, MEI
Electroporator for plant & animal cells	1032	Erika H.	Voytas, MEI
Refrigerated centrifuge (Sorvall RC5-B)	1049	Ping C.	Howell, Voytas, MEI
Table top centrifuge (Beckman TJ-6)	1049	Ping C.	Howell, Voytas, MEI
Speed Vac (Savant)	1046	Ping C.	Howell, Voytas, MEI
Spectrophotometer (Beckman DU-7)	1012	Ping C.	MEI
Spectrophotometer (Eppendorf Biophotometer)	1032	Voytas Lab	Voytas, MEI
Dishwashers	0028	Pete L.	Howell, Voytas
Autoclaves	0029	Pete L.	Howell, Voytas, Yeung
Dishwashers	2032	AP H./Pete L.	Howell, Voytas, MEI
Autoclaves	2032	AP H./Pete L.	Howell, Voytas, MEI
Baking oven	2032	Ping C.	Howell, Voytas, MEI
Automatic film developer	2009	Marna Y.	Voytas, Schnable, MEI
Millipore system	2032	TJ Wen	Howell, Schnable, MEI
Millipore system	1032	Ping C.	Howell, Schnable
Scintillation counter (Beckman)	1012		MEI
Thermocycler (MJ PTC-200 DNA Engine)	1012		MEI
Microcentrifuges x 2 (Eppendorf 54150)	1012		MEI

**The Contact Person’s duties include: ensure general maintenance of the equipment, train others on equipment, report problems to vendors or Pete when appropriate, be the contact person for repair technicians, research about cost of repair, parts or service contracts when needed.

Contacts:

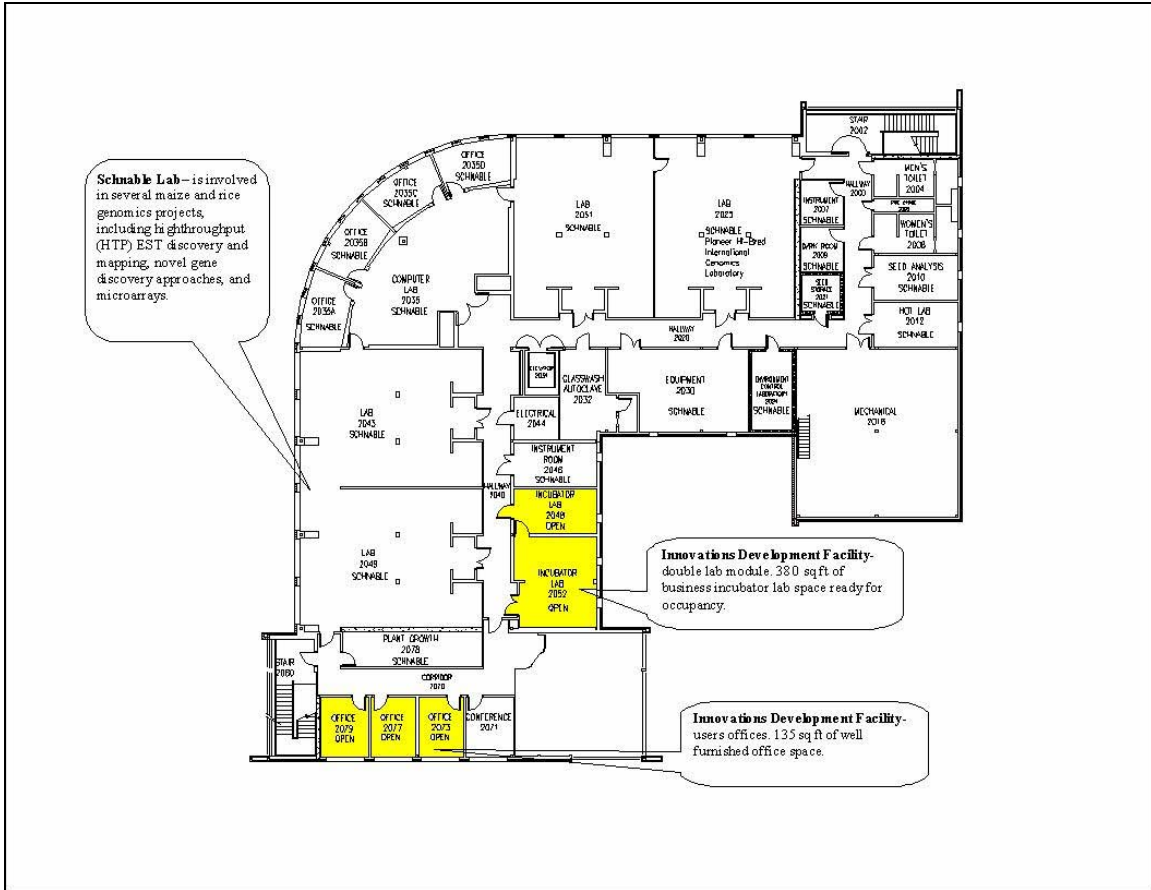
Pete Lelonek/Building Manager: plelonek@iastate.edu	
Ping C./Howell: pche@iastate.edu	AP H./Schnable: hsia@iastate.edu
Erika H./Voytas: havercker@iastate.edu	TJ Wen/Schnable: tjwen@iastate.edu
Clarice Schmidt/Voytas Lab: 1043, 4-0189	Marna Y./Schnable: myandeau@iastate.edu

Fee For Service Equipment Available:

Plant growth chamber space
Phosphorimager (Typhoon 9410)

\$2./day – Contact Pete Lelonek, plelonek@iastate.edu
(Fee TBD)

**Floor Plan – Level Two – Roy J. Carver Co-Laboratory
CoBI and 3P Program**



Appendix C. Lease Agreement

MEMORANDUM OF UNDERSTANDING

Between The
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY
AMES, IOWA
And

THIS AGREEMENT is made and entered into on the ___ day of _____, _____, by and between _____, with a business address at _____, hereinafter referred to as Company, and Iowa State University with an address at Beardshear Hall, Ames, Iowa, 50011, hereinafter referred to as the University.

PURPOSE: It is the mutual desire of the Company and the University to support technology transfer and access to and utilization of University laboratory space listed as Room ___ and access to and utilization of University office space listed as Room ___ located at the Roy J. Carver Co-Laboratory for the purpose of performing scientific research in the area of _____ to advance the mission of the Plant Sciences Institute at Iowa State University and to promote economic development in Iowa. It is the belief of the cooperative parties that this technology transfer effort will be for their mutual benefit and for the benefit of the people of Iowa.

AGREEMENT: The contracting parties agree as follows:

- I. The Company agrees:
 - A. To pay the Treasurer of Iowa State University the sum of _____ on a monthly basis for access to and utilization of University laboratory space listed as Room ___ located at the Roy J. Carver Co-Laboratory. To pay the Treasurer of Iowa State University the sum of _____ on a monthly basis for access to and utilization of University office space listed as Room ___ located at the Roy J. Carver Co-Laboratory. Company and the Business Manager of the Plant Sciences Institute will establish an accounting system, acceptable to the University, to insure proper records of usage are available for billing purposes.
 - B. To pay all telecommunications costs, including all telephone and ethernet access costs, associated with Room ___ and Room ___ generated during the term of this Agreement. These costs shall include hook-up and disconnect fees, monthly maintenance fee, and all long distance charges. The Iowa State University Telecommunications Office shall provide the company with a statement of telecommunication charges on a monthly basis and the Company shall

reimburse the Iowa State University Telecommunications Office for the appropriate charges.

- C. To pay all FAX and copy costs generated during the term of this Agreement. The Business Manager of the Plant Sciences Institute shall provide the Company with a statement of FAX and copy charges on a monthly basis and the Company shall reimburse the Plant Sciences Institute for the appropriate charges.
- D. The Company agrees that it will comply with the terms and conditions contained in Exhibit A.

II. The University Agrees:

- A. That the Director of the Plant Sciences Institute will act on behalf of the University in administering this Agreement.
- B. To make available qualified personnel and access to physical facilities and services as may be reasonably required to assist the Company in carrying out the terms and conditions of this Agreement.

III. It is mutually understood and agreed:

- A. That funds available to the University under the terms of this Agreement are to reimburse the institution for costs associated with Company accessing certain university space. Such availability and access shall be mutually agreed upon but, ultimately the University will have sole responsibility for determining whether conflicts with other University activities exist.
- B. Both parties recognize that as a start-up company, there may be certain proprietary information utilized in the Company's operations. The University will attempt to cooperate with Company, but reserves the right to publish findings made by University employees or students, that are not related to Company activities, but which occur in this area and shall have the right to make and use any reports and information that it may acquire or develop independent of Company activities.
- C. The name of either party to this Agreement shall not be used by the other in any advertising, publicity, or news release related to the work undertaken under the terms of this Agreement without the prior written consent of the other.
- D. Iowa State University, through the Iowa State University Research Foundation, Inc. (ISURF), shall have control of the disposal of any patentable or copyrightable discoveries made in the course of the work carried out by University staff members in these facilities or under the

terms of this Agreement and any patents or copyrights covering such discoveries unless they have specifically been negotiated with the Company.

E. This Agreement shall remain in full force and effect until _____ . It may be extended in its present form, or in a modified form by mutual written agreement by either party by giving thirty (30) days written notice to the other.

IN WITNESS THEREOF, the parties have signed their names effective the day and year first above written.

IOWA STATE UNIVERSITY
OF SCIENCE AND TECHNOLOGY

TENANT / COMPANY

By _____
Warren R. Madden
Vice President for Business and Finance

By _____

Date _____

Date _____

By _____
Department Chair

Date _____

By _____
Dean

Date _____

By _____
Stephen H. Howell
Director of Plant Sciences Institute

Date _____

EXHIBIT A

The following terms and conditions are attached as Exhibit A to the Memorandum of Understanding dated the ____ of _____, between Iowa State University (University) and _____ (Company).

1. RENTAL

Company agrees to pay the University rental for any access and utilization of University laboratory space listed as Room ____ and for any access to and utilization of University office space listed as Room ____ located at the Roy J. Carver Co-Laboratory. The first payment shall become due upon the first day of the month following the first access and use and continues thereafter, during the term of this Agreement. All sums shall be paid at the address of the University, or at such other place in Iowa, or elsewhere, as the University may, from time to time, previously designate in writing.

2. ACCESS

Company shall be entitled to access on the first day of the term of this Agreement, and shall yield access to the University at the time and date of the close of this Agreement, except as herein otherwise expressly provided. Should the University be unable to give access on said date, Company shall have the right to terminate this Agreement.

3. USE OF PREMISES

Company covenants and agrees during the term of this Agreement to use and occupy the premises, only for legal purposes. This property shall be used by Company for office, applied research, product development and marketing. Company shall submit in writing any proposed plan for changes, modifications or additions to the premises and will not proceed with same without University's written approval, which shall not be unreasonably withheld.

Without University's prior written consent, Company shall not receive, store or otherwise handle any hazardous substance (as defined below) in the University space. To the extent the University consents to the presence of any hazardous substance in the University space, in no event shall any such hazardous substance be a substance that is: (i) included on the attached list of Hazardous Materials Presenting a Physical Hazard in a quantity exceeding the maximum quantity allowed on such list (see Exhibit B); or (ii) a biological contaminant in excess of biohazard level 3 or 4 (see Exhibit B). In addition, Company shall receive, store, use, and otherwise handle any such hazardous substance permitted in the University space in compliance with all applicable local, state, and federal environmental protection ordinances, regulations, or laws (each an "environmental law"). For purposes of this Agreement, a hazardous substance shall include any substance that: (i) is or contains asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum or petroleum derived substances or wastes, radon gas, or related materials; (ii) requires investigation, removal, or remediation under

any environmental law, or is defined, listed, or identified as a “hazardous waste” or “hazardous substance” thereunder, or (iii) is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any governmental authority or environmental law.

4. CARE AND MAINTENANCE OF PREMISES

(a) Company takes said premises and equipment in their present condition except for such repairs and alterations as may be expressly herein provided.

(b) COMPANY’S DUTY OF CARE AND MAINTENANCE

Company shall, after accessing said premises and until the termination of this Agreement and the actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition. Company will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the Company, its agents or employees.

(c) Company will make no unlawful use of said premises and agrees to comply with all applicable valid regulations of the Board of Health, any applicable City Ordinances, the laws of the State of Iowa, and the Federal government, but this provision shall not be construed as creating any duty by Company to members of the general public; including specific regulations concerning health and safety.

5. UTILITIES AND SERVICES

(a) Company shall pay all charges for use of telephone and other utilities and services which may be identified and used in or upon the demised premises, except as provided below:

(b) AIR CONDITIONING shall be furnished.

(c) JANITOR SERVICE shall be furnished.

(d) HEATING shall be furnished.

(e) WATER AND SEWER shall be furnished.

(f) ELECTRICITY shall be furnished.

(g) TRASH REMOVAL in office spaces shall be furnished.

(h) SNOW REMOVAL shall be furnished.

(i) LAWN CARE shall be furnished.

6. SURRENDER OF PREMISES AT THE END OF TERM – REMOVAL OF FIXTURES

(a) Company agrees that upon the termination of this Agreement, it will surrender, yield up and deliver the premises in good and clean condition except that effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Company.

(b) Company may, at the expiration of the term of this Agreement, or renewal or renewals thereof or at a reasonable time thereafter, if Company is not in default hereunder, remove any fixtures or equipment which said Company

has installed in the premises, providing said Company repairs any and all damages caused by removal.

- (c) Continued utilization, beyond the expiration date of the term of this Agreement, by the Company, coupled with the receipt of the specified payment by the University (and absent a written agreement by both parties for an extension of this Agreement) shall constitute a month to month extension of this Agreement.

7. ASSIGNMENT AND SUBLETTING

Any assignment of this Agreement or subletting of the premises or any part thereof is prohibited without the University's written permission.

8. UNIVERSITY'S RIGHT OF ACCESS

After giving reasonable notice, the University or its authorized representative may enter the premises at any reasonable time for the purpose of inspecting the premises or for the performance of the University's duties or use of the space. Except in unusual circumstances Company will be given 24 hours notice and in no event will visitors be permitted into the area without Company's permission if Company is conducting operations.

9. RULES

Company agrees to observe all the University's written operating policies, including but not limited to rules, procedures, and traffic regulations as published in the University and College Procedure Guide.

10. TAXES

- (a) ALL REAL ESTATE TAXES. It is understood that the University is exempt from all Real Estate Taxes.
- (b) PERSONAL PROPERTY TAXES. Company agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonable preserving Company's rights of appeal) against its personal property on the premises, during the term of this Agreement.

11. INSURANCE

- (a) The University and Company will each keep its respective property interests in the premises and its liability in thereto, and the personal property on the premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage. Both parties recognize that the University, as any agency of the State of Iowa is self-insured.
- (b) Company will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the premises.
- (c) In the event of damage to buildings, or improvements by any natural or mad-made disaster, the Company shall notify the University by telephone or in writing within 24 hours and provide documentation within 7 days.

- (d) Release of Recovery Rights. Each party hereby releases the other from claims for recovery for any loss or damage to any property owned by either party which is insured under valid and collective insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that waiver shall apply only when permitted by the applicable policy of insurance.
- (e) Company further agrees to comply with the recommendation of the Iowa Insurance Services Bureau and to pay any increases in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Company's use of the premises otherwise than herein contemplated and agreed.
- (f) The tenant shall carry the following types and minimum coverage of insurance:
 - (.1) Worker's Compensation Insurance (if applicable)
 - (.2) Comprehensive General Liability with respect to the Company's use and occupancy of the premises with limit of not less than \$1,000,000 for bodily injury liability for each occurrence.
 - (.3) Automobile Liability Insurance on all owned, non-owned, hired or leased automobile equipment in conjunction with operations, in amounts of not less than \$1,000,000 for bodily injury liability and \$1,000,000 for property damage liability. As evidence to the above, the Company shall submit to the University certificates of insurance on an annual basis. Both parties recognize that the Board of Regents, as any agency of the State of Iowa is self-insured.

12. LIABILITY

Company agrees to indemnify, defend and hold harmless the University against any liability, and/or pay for any and all damages, losses, or expenses incurred by the University in connection with the premises, beyond that covered by insurance, due to Company's negligence or failure to perform the terms of the Agreement, including the expenses of enforcing the Agreement.

13. DESTRUCTION OF PREMISES

- (a) PARTIAL DESTRUCTION. In the event of a partial destruction or damage of the premises, which is a business interference, that is, which prevents the conducting of normal business operation and which damage is reasonably repairable within sixty (60) days of its occurrence, this Agreement shall not terminate but the payment for the use of the premises shall abate during the time of such business interference. In the event of partial destruction, the University shall repair such damage within sixty (60) days of its occurrence unless prevented from so doing by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond the University's reasonable control.

- (b) ZONING. Should the zoning ordinance of the city or municipality in which this property is located make it impossible for the University, using diligent and time effort to obtain necessary permits and to repair and/or rebuild so that Company is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as in the next paragraph provided.
- (c) TOTAL DESTRUCTION OF BUSINESS USE. In the event of a destruction or damage of these premises so that company is not able to conduct its business on the premises and the damage cannot be repaired within sixty (60) days, this Agreement may be terminated at the option of either the University or Company. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Company shall surrender access within ten (10) days after such notice issues, and each party shall be released from all future obligations hereunder, Company paying user charges pro rated only to the date of such destruction. In the event of such termination of this Agreement, the University at its option, may rebuild or not, according to its own wishes and needs.

14. CONDEMNATION – DISPOSITION OF AWARDS

Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

15. TERMINATION OF AGREEMENT

This Agreement shall terminate upon expiration of the demised term; or if this Agreement expressly and in writing provides for any option or options, and if any such option is exercised by the Company, then this Agreement will terminate at the expiration of the option term or terms.

Company agrees that the University shall have the right to take access of any portion of the real estate herein described by giving sixty days written notice, should the University find it necessary to use this property for the University's official occupation or purpose.

16. RIGHTS CUMULATIVE

The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

17. NOTICE AND DEMANDS

Notices as provided for in this Agreement shall be given to the respective parties hereto at the respective addresses designated on page one of this Agreement unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Agreement when sent, addressed as above designated, postage prepaid, by registered mail or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

18. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this Agreement is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

19. CHANGES TO BE IN WRITING

None of the covenants, provisions, terms or conditions of this Agreement to be kept or performed by the University or Company shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the University and Company. This Agreement contains the entire agreement of the parties.

20. CONSTRUCTION

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. HANDICAPPED ACCESSIBILITY

The university shall maintain the premises in compliance with all applicable State and Federal laws and regulations concerning accessibility by the handicapped.

IN WITNESS THEREOF, the parties hereto have duly executed this Agreement the day and year above first written.

IOWA STATE UNIVERSITY

(Date)

Warren Madden, Vice President for
Business and Finance

TENANT COMPANY

(Date)

(Company/Tenant Name)

EXHIBIT B

**Exempt Amounts of Hazardous Materials Presenting a Physical Hazard
Maximum Quantities Per Laboratory**

<u>MATERIAL</u>	<u>CLASS</u>	<u>OPEN SYSTEM - SOLID LBS (Cu. Ft.)</u>	<u>OPEN SYSTEM- LIQUID GALLONS(LBS.)</u>
Combustible liquid ¹	II	N.A.	30
	III-A		80
	III-B		3300 ³
Cryogenic (flammable or oxidizing)	-----	N.A.	10
Explosives	-----	1/4 ⁴	(1/4) ⁴
Flammable Solid	-----	Not Allowed	N.A.
Flammable Gas	-----	N.A.	N.A.
Flammable Liquid ¹ Combination I-A, I-B, I-C	I-A	N.A.	10
	I-B	N.A.	15
	I-C	N.A.	20
		N.A.	30
Organic Peroxide, unclassified, detonatable		1/4 ⁴	(1/4) ⁴
Organic Peroxide	I	1 ¹	1 ¹
	II	10 ¹	(10) ¹
	III	25 ¹	(25) ¹
	IV	100 ¹	(100) ¹
	V	Not Limited	Not Limited
Oxidizer	4	1/4 ⁴	(1/4) ⁴
	3	2 ¹	(2) ¹
	2	50 ¹	(50) ¹
	1	1000 ¹	(1000) ¹
Oxidizer – Gas ¹		N.A.	N.A.
Pyrophoric	-----	0	0
Unstable (Reactive)	4	1/4 ⁴	(1/4) ⁴
	3	1 ¹	(1) ¹
	2	10 ¹	(10) ¹
	1	Not Limited	Not Limited
Water Reactive	3	1 ¹	(1) ¹
	2	10 ¹	(10) ¹
	1	25 ³	(25) ³
Biohazard Level 3 & 4 Agents	None	None	None

¹Quantities may be increased 100 % in sprinklered buildings. When footnote 3 also applies, the increase for both footnotes may be applied.

²Quantities may be increased by 100 % when stored in approved storage cabinets, gas cabinets or exhausted enclosures. When footnote 2 also applies, the increase for both footnotes may be applied.

³The quantities permitted in a sprinklered building are not limited.

⁴Permitted in sprinklered buildings only. None is allowed in unsprinklered buildings.

Combustible Liquid –

Class II – Acetic Acid, Acetic Anhydride, Acrylic Acid, Benzenethiol, Formic Acid, Kerosene, Naphtha, Vinyl Toluene

Class III-A – Aniline, Benzyl Chloride, Chloroacetaldehyde, Cyclohexanone, Diazinon, Dimethyl Sulfate, Divinyl Benzene, Ethanolamine, Formalin, Nitrobenzene

Class III-B – Diethanolamine, Ethylene Glycol, Formamide, Glycerin, Malathion, Parathion, Resorcinol

Cryogenic Fluids - Flammable (Carbon monoxide, Deuterium, Ethylene, Hydrogen, Methane) Oxidizer (Fluorine, Nitric Oxide, Oxygen)

Explosives – Black Powder, Dynamite, Nitrocellulose, Nitroglycerine

Flammable Solid – Camphor, Cellulose Nitrate, Napthalene, Decaborane, Lithium Amide, Potassium Sulfide, Sulfur, Combustible Metals (Cesium, Magnesium and Zirconium)

Flammable Gas - Acetylene, Arsine, Carbon Monoxide, Cyanogen, Diborane, Ethane, Ethylene, Formaldehyde, Hydrogen, Hydrogen Sulfide, LP Gas, Methane, Phosphine, Vinyl Chloride

Flammable Liquid -

Class I-A – Acetaldehyde, n-Butane, Dimethylamine, Ethylamine, Ethyl Chloride, Ethylene Oxide Ethyl Ether, Ethyl Mercaptan, Hydrogen Cyanide, Isobutane, Pentane, Vinyl Bromide

Class I-B – Acetone, Acetonitrile, Acrolein, Acrylonitrile, Benzene, tert-Butyl Alcohol, Carbon Disulfide, Cyclohexane, Diethylamine, Dioxane, Ethyl Acetate, Ethyl Alcohol, Gasoline, Heptane, Hexane, Isopropyl Acetate, Isopropyl Alcohol, Methyl Alcohol, Octane, Propionitrile, Propanol, Pyridine, Tetrahydrofuran, Toluene, Triethylamine, Vinyl Acetate

Class I-C – sec-Butyl Alcohol, Chlorobenzene, Cumene, Ethylenediamine, Hydrazine, Isoamyl Acetate, Nonane, Styrene, Turpentine, o-Xylene

Organic Peroxide (Unclassified, Detonatable) –

Organic Peroxide –

Class I – Acetyl Cyclohexane Sulfonyl 60-65%, Fulfonyl Peroxide, Benzoyl Peroxide over 98%, t-butyl hydroperoxide 90%

Class II – Acetyl Peroxide 25%, Peroxyacetic Acid 43%

Class III – Benzoyl Peroxide 78%,

Class IV – Benzoyl Peroxide 70%,

Class V – Benzoyl Peroxide 35%, 1,1-di-t-butyl peroxy 3,5,5 trimethylcyclohexane 40%

Oxidizer –

Class 4 – Ammonium Perchlorate, Ammonium Permanganate, Tetranitromethane

Class 3 – Ammonium Dichlorate, Calcium Hypochlorite, Potassium Bromate, Potassium Chlorate, Sodium Bromate, Sodium Chlorate

Class 2 – Barium Bromate, Barium Chlorate, Calcium Perchlorate, Lithium Perchlorate, Magnesium Perchlorate, Sodium Permanganate

Class 1 – Inorganic Nitrates, Inorganic Nitrites, Ammonium Persulfate, Lithium Peroxide, Manganese Dioxide, Zinc Peroxide

Oxidizer (Gas) - Oxygen, Ozone, Oxides of Nitrogen Fluorine and Chlorine

Pyrophoric – Gases (Diborane, Phosphine, Silane) Solids (Cesium, Hafnium, Lithium, White or Yellow Phosphorus, Plutonium, Potassium, Sodium) Liquids (Diethyl Aluminum Chloride, Diethyl Beryllium, Diethyl Phosphine)

Unstable (Reactive) –

Class 4 – Acetyl Peroxide, Dibutyl Peroxide, Ethyl Nitrate, Picric Acid
Trinitrobenzene, Peroxyacetic Acid

Class 3 – Hydrogen Peroxide greater than 52%, Hydroxylamine, Nitromethane, Perchloric Acid

Class 2 – Acrolein, Acrylic Acid, Hydrazine, Sodium Perchlorate, Styrene, Vinyl Acetate

Class 1 – Acetic Acid, Hydrogen Peroxide 35% to 52%, Paraldehyde, Tetrahydrofuran

Water Reactive –

Class 3 – Bromine Pentafluoride, Isobutylaluminum, Triethylaluminum

Class 2 – Calcium Carbide, Calcium Metal, Lithium Hydride, Sodium Metal, Sodium Peroxide Trichlorosilane

Class 1 – Acetic Anhydride, Sodium Hydroxide, Sulfur Monochloride, Titanium Tetrachloride

Appendix D. Application Form for Incorporated Companies

**Application Form for Potential Occupants of the
Innovations Development Facility (IDF)**

Please complete this application to apply for space in the Innovations Development Facility, including participation in the Business Incubator (CoBI) and the Public/Private Partnership (3P) Program. Do not include any confidential information, unless it is clearly marked as confidential. Attach additional sheets as necessary.

Date of Original Application: _____

Review Date(s): _____ (Application will be reviewed and updated at 6 month intervals)

Section I. COMPANY INFORMATION

Company Name: _____

Contact Name and Title for Company: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

List Corporate Officers or Partners and contact information (email address and phone number):

President _____

Vice President _____

Secretary _____

Treasurer _____

Section II. COMPANY DESCRIPTION

Please provide a brief business description of your company:

Section III. COMPANY PRODUCTS

Please list products that your company has developed and/or those that you intend to develop:

Section IV. AFFILIATION WITH IOWA STATE UNIVERSITY

Please list all ISU researchers (faculty, staff, and/or graduate students) that will be affiliated with the company:

Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____
Name: _____	Name: _____
Title: _____	Title: _____
Email: _____	Email: _____

Please describe the type of research and work that your company expects to perform at IDF, including an explanation of how your company's products/services relate to any ISU research. Also, list any ISU resources that were used or will be used to develop your company products/services, including any business development assistance:

Section V. ISURF Technologies

A. In the research performed at IDF, will you be utilizing any ISU technologies that have been disclosed to the Office of Intellectual Property and Technology Transfer (OIPTT) and the Iowa State University Research Foundation, Inc. (ISURF)?

Yes No

If yes, please list ISURF Case #s and/or Patent #s and Titles:

B. Has your company had or currently have an option and/or license agreement(s) with the Iowa State University Research Foundation, Inc. (ISURF)? Yes No

Section VI. RESEARCH TO BE PERFORMED AT IDF

A. List the types and pieces of equipment that you expect to locate in IDF (specific brand names if known):

B. List any third party materials and/or patents that you will be utilizing in IDF (please note if you have a license to use these materials for commercial purposes):

C. List any special requirements that you may need if you locate in IDF:

Section VII. Employees

How many employees would work in the IDF space at least ten hours a week? _____
List names (if known): _____

Section VIII. Business Plan

Do you have a completed business plan? Yes No

If yes, please attach a copy. If no, please inquire with the IDF Director about assistance that is available for business development and help with obtaining research funding, including information about Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) grants and contracts.

Section IX. Target Date

What is your target date for occupancy? _____

Section X. Additional Information

Please include any additional information that should be taken into consideration when reviewing this application form:

Appendix D. Application Form for Non-Incorporated (Start-Up) Companies

**Application Form for Potential Occupants of the
Innovations Development Facility (IDF)**

Please complete this application to apply for space in the Innovations Development Facility, including participation in the Business Incubator (CoBI) and the Public/Private Partnership (3P) Program. Do not include any confidential information, unless it is clearly marked as confidential. Attach additional sheets as necessary.

Date of Original Application: _____

Review Date(s): _____ (Application will be reviewed and updated at 6 month intervals)

Section I. AFFILIATION WITH IOWA STATE UNIVERSITY

Please list all ISU researchers (faculty, staff, and/or graduate students) that will be affiliated with the research conducted in IDF:

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Please describe the type of research and work that you expect to perform at IDF, including an explanation of how your proposed research at IDF relates to any ISU research, and list any ISU resources that will be used:

Section II. ISURF Technologies

In the research you perform at IDF, will you be utilizing any ISU technologies that have been disclosed to the Office of Intellectual Property and Technology Transfer (OIPTT) and the Iowa State University Research Foundation, Inc. (ISURF)? Yes No

If yes, please list ISURF Case #s and/or Patent #s and Titles:

Section III. RESEARCH TO BE PERFORMED AT IDF

A. List the types and pieces of equipment that you expect to locate in IDF (specific brand names if known):

B. List any third party materials and/or patents that you will be utilizing in IDF (please note if you have a license to use these materials for commercial purposes):

C. List any special requirements that you may need if you locate in IDF:

Section IV. Employees

How many employees would work in the IDF space at least ten hours a week? _____
List names (if known): _____

Section V. Business Development

Do you need assistance with a business plan and/or help with writing SBIR/STTR* proposals to obtain research funding? Yes No

Section VI. Target Date

What is your target date for occupancy? _____

Section VII. Additional Information

Please include any additional information that should be taken into consideration when reviewing this application form:

*Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR)

Appendix E. Check List for New IDF Occupants:

Keys – Keys can be obtained through Cheryl Kamman. Cheryl will need the Social Security Numbers of all the occupants, and she will request the keys through Pete Lelonek, Building Manager. Each occupant will receive a room key for each office and/or laboratory, a white security card to enter the outside of the building and for internal security doors, and a mail key if needed.

Parking - Parking permits for General Staff parking near the Roy J. Carver Co-Laboratory can be obtained through the ISU Parking Division. A General Staff parking permit can be obtained by writing a letter, signed by an ISU department head or by the Director of the Plant Sciences Institute, to Doug Houghton, Program Manager, Public Safety, 168 Armory, ISU, Ames, IA 50011-3034, email: dad@iastate.edu, phone: 515-294-1987.

Telephone and Ethernet – Contact the ISU Telecommunications Office at 515-294-8585 to set-up an account. The fees and types of telephones and services are listed at: http://www.tele.iastate.edu/telecom_home/faculty_staff/services_and_rates.htm For Telecommunications billing questions, please call Rhonda Fiscus at 515-294-2504.

Safety – Contact the ISU Environmental Health and Safety Office at 515-294-5359 with any questions. To sign up for EH&S training courses, please view the Online Training Center at: <http://www.ehs.iastate.edu/ieotc.htm>, and contact Karin Schoen, kschoen@iastate.edu, 515-294-8838. Hazardous waste and chemical removal services can be arranged from EH&S for a fee. For hazardous waste and chemical removal forms and questions, please see: <http://www.ehs.iastate.edu/ep/wasteremoval.htm>

Billing of Monthly Lease Payment – Contact Deanne Brill, Business Manager for PSI, to set up the necessary billing arrangements. Deanne's contact information: dbrill@iastate.edu; phone: 515-294-5255, FAX: 515-294-5256