

## Baltimore Under Ground Science Space (BUGSS)

### Membership Application and Agreement

Thanks for your interest in BUGSS-Baltimore's center for creative biology. At BUGSS our goal is to build a community of people interested in the world-changing potential of biotechnology.

To become a member of BUGSS we have a dues structure, in addition to expectations of our members, including:

- To respect your fellow members and visitors to BUGSS.
- To respect the BUGSS facility and equipment.
- To not do anything at BUGSS that you wouldn't want to see on the front page of the Baltimore Sun!

We would prefer avoid limiting our member's creativity. However, because of the nature of what we do and what we work with, as well as to ease concerns of the public at large we have a few more rules and regulations than other Hackerspaces. These rules are not meant to be onerous, but rather to protect our members and our community. Most of these rules are laid out in the BUGSS lab safety manual, which can be accessed at <https://bugssonline.org/membership/lab-safety/>

**BUGSS Membership:** Membership in BUGSS is open to any individual or organization that supports the mission of BUGSS: to build a fun learning environment that connects individuals, fosters innovations, stimulates curiosity and forges a shared sense of bio-responsibility leading to a more technically informed and creatively connected community.

**Minor Policy:** To ensure the safety and well-being of minors, all members under the age of 18 will be required to be under the supervision of a member older than 18 while present at the BUGSS facility.

**Safer Space Policy:** We seek to provide an environment where all of our members and visitors feel welcome and comfortable while recognizing that no space can be completely safe. Harassment, bullying and abuse will not be tolerated in any form whether it is based on race, gender identity, sexual preference, socio-economic status, political beliefs, physical abilities, class, age, physical appearance, religion, or other factors. Those engaging in any form of violence (including sexual harassment) will be asked to leave the space and may have their membership terminated. In instances where events are unclear and decisions need to be made, we will err on the side of maintaining a safe space for all BUGSS members and visitors. Because there can be no definitive list of behaviors which make people feel unsafe, we ask our members to be aware of how other people react to them and, if necessary and reasonable, to modify their behavior to ensure the safety and comfort of all members and visitors who seek to use the space. Incidents can be reported to any member of the Board of Directors or anonymously to [info@bugssonline.org](mailto:info@bugssonline.org)

#### Changes to membership policies:

All amendments, changes, or additions to the Membership Agreement shall be made using the same process for making changes to the bylaws, as detailed in the BUGSS bylaws.

Member Initials\_\_\_\_\_ Date\_\_\_\_\_

## Membership Levels

**Initial Dues (\$100) and Biosafety course.** The Biosafety course is mandatory for members who want to work independently in the lab.

Membership levels are defined on our website, and you are only entitled to the privileges due to your membership level. We would be happy to discuss with you which level is most appropriate. Entrepreneur membership is only open to those who have formed an LLC.

**Dues:** Dues for each month are paid by signing up through PayPal for an annual or monthly recurring membership on our website. Dues will be automatically deducted each month or year on the same date. Member dues can also be paid by check made out to BUGSS.

Initial (new member's) dues must be paid upon affirmation of membership.

## Termination of Membership:

The following actions are prohibited by members and guests while at BUGSS facilities or official events:

1. Disregard for personal safety.
2. Reckless endangerment of others. Intentional damage or theft of BUGSS equipment or members' and guests' personal belongings.
3. The use of BUGSS equipment, facilities, or network to perform illegal acts.
4. Failure to pay dues.

Following an incident, a special meeting of the executive committee shall be held at the earliest convenience to discuss the severity of the incident, and the appropriate consequence, up to and including termination of membership.

In the event of a prohibited act, the member or guest suspected of performing the prohibited act shall be prohibited from BUGSS facilities and events during the time between the incident and the decision of the executive committee. . Exceptions shall be made to allow the member or guest to defend him- or herself before the executive committee.

In the case of termination of membership, the member (s) may appeal the decision of the executive committee to the full board of directors. The board will hear the members appeal at the next regularly scheduled meeting of the board, or a special meeting of the board called to hear the appeal.

Possible punishments for prohibited acts are (but not limited to):

- Permanent banishment from all BUGSS facilities and events
- Temporary banishment from all BUGSS facilities and events
- Partial banishment (e.g. banishment from all laboratory or computer equipment)
- Payment for damages
- Forfeiture of all paid membership fees (in the case of prepayment of membership fees)

In the case where a paying member is suspended and later found not to be at fault, the Treasurer may grant a pro-rated credit to that member's account. Intentionally false accusations of wrongdoing shall be treated as a form of theft, and is therefore considered a prohibited act under this amendment.

Member Initials\_\_\_\_\_ Date\_\_\_\_\_

**Hazardous materials and removal of materials:** We require that before any chemical or biological materials are brought into BUGSS from outside sources they must be listed on the BUGSS chemical or biological inventory and be fully documented as to their origin/ source. If chemicals / materials/ biologics that are US Department of Transportation Hazardous Materials are brought into BUGSS that are not on the inventory or not fully documented, then BUGSS will take possession of and dispose of those materials. Furthermore, you will be responsible for any fees or costs associated with their removal or clean-up. Note that disposal fees for hazardous and uncharacterized chemicals can be considerable. If you would like to bring in new materials not on our inventory, that requires approval through our [Safety Approval Form](#).

**Removal of equipment/materials:** We have a limited amount of space at BUGSS. Once you have completed your project we ask that you promptly remove any equipment or materials you may have brought to conduct your project. If you have material that you think would be of future use to BUGSS and would like to donate it to BUGSS, then the matter should be discussed with a BUGSS staff member. Nevertheless, be prepared to remove any materials you have brought to the facility.

**Community use:** BUGSS is a community of individuals interested in biotechnology. If you would like the materials/reagents/ biological agents that you bring into BUGSS to be available for the general membership's use then we will inventory and store them, otherwise they will be marked with your name and should be stored in your personal space.

**Purchase of specialty equipment:** On occasion and in accordance with the needs of our members and our finances, BUGSS will agree to purchase specialty equipment. Details regarding equipment specifications, cost sharing, use, and so forth need to be agreed upon in writing and authorized by the executive committee and/or board before any purchase can be made.

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Initials

### **Intellectual Property (IP)**

BUGSS makes no claim to any intellectual property created by BUGSS members or created using BUGSS resources or facilities. Members are strongly encouraged, but not required, to make freely available under an open source license approved by Open Source Initiative (OSI) or a Creative Commons (CC) license, any documentation, schematics, plans, and/or source code created using BUGSS resources or facilities. Any member working on a project that is NOT licensed under an OSI approved or CC license should inform collaborating members of the project's licensing terms BEFORE collaborating.

BUGSS makes no claim on intellectual property that you develop as a result of your experiments/activities at BUGSS. However, BUGSS will not be bound to protect your intellectual property. At BUGSS we encourage people to talk about and share their work and ideas. If you believe that your work will result in intellectual property that you desire to protect, then we encourage you to take the necessary steps to protect your intellectual property PRIOR to beginning work at BUGSS.

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**Privacy Policy:** BUGSS will collect and store personal information (name, physical address, phone number, e-mail address, credit card information) for use in administering your membership in BUGSS. BUGSS takes personal privacy seriously and we will not release your personal information to any third party without your express permission or a court order.

Member Initials\_\_\_\_\_ Date\_\_\_\_\_

**Voluntary Participation:** I understand that my attendance at the Baltimore Under Ground Science Space (hereafter known as BUGSS) as well as participation in BUGSS activities and events, is voluntary. I understand, acknowledge, and agree that my visit to BUGSS, Inc. has inherent risks, including personal injury and property damage. I understand that I may come in contact with various chemicals, biological agents, living organisms, hazardous materials, and other substances, and may decide to participate in laboratory experiments after I receive the appropriate safety training. I understand that it is my responsibility to use the facilities and equipment of BUGSS in a safe and ethical manner at all times.

**Safety First:** I understand that certain skills and safety procedures are required in order to reduce the dangers involved in laboratory or project work. I agree to abide by safety rules at all times, and to use safe practices as may be required by equipment I am using. I understand that should emergency services become necessary, the expenses are my sole responsibility and not that of BUGSS.

**Privacy:** I understand that my information (email, etc...) will be kept private. BUGSS will not release or sell your personal information to any third party without your express permission.

**Hold Harmless:** I hereby release, waive, discharge and covenant not to sue, and to hold BUGSS harmless, as well as its directors, agents, officers and assigns from loss and from any and all liability, claims of negligence, demands, rights, or cause of actions of any kind or nature that may hereafter at any time be made or brought by me for any known or unknown, foreseen or unforeseen bodily or personal, injury, damages to personal property and consequences thereof which may be sustained by me as a result of my visit to BUGSS. The above cost, injury, damage or other injury shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. This hold harmless clause is not intended to indemnify myself against any cost or damage, or portion thereof, caused by me to BUGSS.

I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and protect BUGS, its agents, employees, instructors, independent contractors, officers, lenders, members, customers, directors, and shareholders.

I hereby acknowledge that I have CAREFULLY read all of the provisions above, fully understand the terms and conditions expressed there, and do freely choose acceptance of the abovementioned provisions relating to assumption of risk, release of liability, covenant not to sue, and third party indemnification.

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Initials

#### **Disclaimer**

BUGSS provides all services "as is", as a service, and not as a lease of real property, and disclaim all warranties and conditions, whether express, implied or statutory, including, but not limited to, merchantability, fitness for a particular purpose or use. There is also no warranty of title, quiet enjoyment or possession. The entire risk of participating in or using the BUGSS facility, remains with you.

Member Initials\_\_\_\_\_ Date\_\_\_\_\_

Member Initials\_\_\_\_\_ Date\_\_\_\_\_