

**RIDER 106
PREMISES RULES**

If this Agreement requires Contractor's presence on M. D. Anderson's premises, buildings, grounds, facilities, or campus, whether owned, leased or otherwise controlled by M. D. Anderson (collectively, "M. D. Anderson's campus"), Contractor represents and warrants that it will ensure that its representatives, agents, employees, and permitted subcontractors are aware of, fully informed about and in full compliance with Contractor's obligations under the following rules:

- A. Contractor (and its representatives, agents, employees and permitted subcontractors) will comply with all applicable M. D. Anderson rules and policies, including, without limitation, those related to environmental quality, safety, fire prevention, noise, information security, and architectural barriers issued by M. D. Anderson's Department of Environmental Health and Safety, (713) 792-2888, and those that restrict the use of alcohol on M. D. Anderson's campus.
- B. M. D. Anderson is a smoke-free institution. Smoking, or use of smokeless tobaccos, is prohibited throughout M. D. Anderson's campus.
- C. Contractor will have the right to access only those areas in M. D. Anderson's campus that are public areas or areas that it is necessary for Contractor to access in order to provide the products and perform the services under this Agreement. Cellular telephones and two-way radios are prohibited in some areas of M. D. Anderson's campus and Contractor affirms, certifies, and warrants that its representatives, agents, employees, and permitted subcontractors will abide by such prohibitions.
- D. It is the policy of M. D. Anderson to maintain a safe environment free from violence on M. D. Anderson's campus. Any direct or indirect threats or acts of violent behavior are prohibited. Violence includes, but is not limited to, intimidating, threatening, or hostile behavior; physical or verbal abuse; harassment, stalking, vandalism, arson, sabotage, use of weapons, possession of weapons on institutional property, the threat of any of the above, or any other act inconsistent with M. D. Anderson's campus violence policy. Intentionally bringing a prohibited weapon including a licensed, concealed handgun on M. D. Anderson's campus is a violation of M. D. Anderson's campus violence policy. Furthermore, any violation of a law prohibiting violence and violent behavior (including, but not limited to, the violation of Section 37.125 of the Texas Education Code or of Section 46.03 of the Texas Penal Code) also constitutes a violation of M. D. Anderson's campus violence policy. Violators of M. D. Anderson's campus violence policy or of any law prohibiting violence or violent behavior may be removed from or refused further access to M. D. Anderson's campus. Contractor represents and warrants that Contractor and all of its representatives, agents, employees, and permitted subcontractors will comply with M. D. Anderson's campus violence policy and all laws prohibiting violence and violent behavior. M. D. Anderson reserves the right to pursue criminal or civil actions against violators of M. D. Anderson's campus violence policy or of any law prohibiting violence and violent behavior. Contractor will remove from the performance of any work under this Agreement any Contractor representative, agent, employee, or permitted subcontractor that M. D. Anderson, in its sole discretion, finds has violated M. D. Anderson's campus violence policy or any law prohibiting violence and violent behavior.
- E. Contractor will ensure all personnel sent to work at M. D. Anderson's campus that have direct patient care/contact under this Agreement will be able to show proof of a tuberculosis screening having been completed within ninety (90) calendar days prior to starting work at M. D. Anderson's campus and every two years thereafter. Contractor will also be able to show proof that these same personnel do not have active tuberculosis. The results of the screening will be made available to M. D. Anderson upon request. Contractors with direct patient care/contact will also inform M. D. Anderson whether any of its onsite personnel have had, been exposed to, or been vaccinated against chicken pox. This paragraph does not apply to contractors deemed by M. D. Anderson to not have direct patient care/contact.
- F. Contractor will be solely responsible for ensuring that all of its agents, employees, personnel, permitted subcontractors, or representatives abide by the provisions set forth in this Rider 106.
- G. The University of Texas Police Department ("UTPD") & Security Equipment:

The UTPD is the law enforcement agency of record for all property and premises owned, leased, or otherwise under the control of M. D. Anderson. The UTPD will be notified in matters relating to the following:
 - 1. Reporting of criminal incidents, including those occurring to or involving Contractor property and personnel if the incident occurs on M. D. Anderson campus;
 - 2. The investigation of crimes, including those involving Contractor's property and personnel, if the incident occurs on M. D. Anderson campus; and
 - 3. Reporting of security problems.
- H. Contractor will not retain the services of outside guard or law enforcement services in connection with work on M. D. Anderson's campus without the specific prior written approval of the Chief of the UTPD.
- I. Contractor will not install or operate any system intended to electronically control access and/or detect and report intrusion, hold-up or duress on any M. D. Anderson property, any M. D. Anderson leased premises or any premises otherwise under the control of M. D. Anderson. Where such systems are required due to the nature of the Contractor's operation, the UTPD will be responsible for approval, design and installation. Once approved by UTPD, the system's cost will be Contractor's responsibility.

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- J. Installation by Contractor of any security system is subject to the review and approval of UTPD. If Contractor desires to install an electronic security system in accordance with the terms of this Agreement, Contractor will contact the UTPD - Crime Prevention Component of UTPD at (713) 792-2890 and request that UTPD establish design criteria for the application. Contractor will provide written evidence of the estimated cost of the electronic security system to the Technical Services Component of UTPD located at 7777 Knight Road and, if the electronic security system is approved by UTPD, the Technical Services Component of UTPD will coordinate the installation of the approved system. Upon written approval of the UTPD Chief, Contractor may use a commercial installation company to install the electronic security system under the coordination of the UTPD.
- K. All security related systems must be monitored and controlled by the UTPD and UTPD must be the primary monitoring station. If Contractor utilizes the services of a commercial alarm company or a proprietary alarm monitoring station, the system may report to such location after first transmitting the alarm to the UTPD.
- L. Contractor is responsible for the performance of the persons Contractor assigns to provide services for M. D. Anderson on M. D. Anderson's campus. Contractor will not knowingly assign individuals to provide services on M. D. Anderson's campus who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction. Prior to supplying labor services under this Agreement, M. D. Anderson may require Contractor to provide a list identifying the individuals that may be assigned to M. D. Anderson along with a letter signed by an appropriate officer of Contractor that affirms compliance with this Rider. Contractor will revise such letter each time there is a change in Contractor's personnel assigned to M. D. Anderson's campus, but in any case, annually on the anniversary date of this Agreement.
- M. Contractor will ensure that all individuals assigned by Contractor to perform services on M. D. Anderson's campus will display in plain view a photo identification badge provided by M. D. Anderson while on M. D. Anderson's campus.
- N. Contractor will retain resumes of all Contractor's employees assigned to this project. Contractor will ensure the proper maintenance of these documents for a minimum of one (1) year after contract completion. Contractor will maintain all documentation, including the results of any background checks, during the term of this Agreement.
- O. M. D. Anderson will have the right to reject any individual(s) that Contractor offers to assign to M. D. Anderson's account for any reason. In addition, if Contractor and/or its personnel fail to abide by these Premises Rules, M. D. Anderson will have the right to deny Contractor and its personnel access to M. D. Anderson's campus.
- P. M. D. Anderson will not be obligated to pay for labor hours supplied by any individual(s) upon whom a background check and records check is not completed or who fails to meet the standards described in this Rider.