

Southeastern Quantum Collaborative (SQC)
The University of Alabama in Huntsville
Membership Agreement

This Agreement is made on _____ by and between The Board of Trustees of the University of Alabama, a public educational and constitutional instrumentality of the State of Alabama, incorporated by statute, for and on behalf of The University of Alabama in Huntsville (hereinafter "UAH") and _____ (hereinafter "NAME" and, together with UAH, "Members") for the purpose of establishing a Southeastern Quantum Collaborative (hereinafter "SQC"). The term "Members" also shall include parties which later enter into this Agreement as part of the SQC.

WHEREAS, the Members intend to join together in a collaborative effort to support the building of a regional quantum innovation hub, advance quantum technologies, drive research and development into practical use of quantum technologies, develop workforce, and attract funding. The SQC aims to provide an environment where participants can network and develop collaborations, and the terms and conditions of those collaborations will be entirely governed by whatever agreements those members/parties might decide to enter into. The Members hereby agree to the following terms and conditions:

- I. The SQC will be operated as a collaborative group integrating industry, government, and academia. The industrial community includes but is not limited to major corporations, middle market companies, small businesses, and startups. Public participants may range from local governments to divisions of federal agencies.
- II. The Members intend to solicit other industry, government, and academic entities to join and participate in the SQC. The Members in the SQC shall be known collectively as "Parties" and individually as a "Party" to this Agreement and identified as such in this Agreement.
- III. The Parties acknowledge that UAH has provided and will provide significant contributions to the success of the SQC ("UAH Contributions"), including, among other ways, by providing leadership for the SQC, affording meeting space for regularly held meetings by the SQC, providing administrative services, and overseeing SQC-funded projects.
- IV. **Annual Membership Fee.** Other than UAH and Federal and State Government Members, each Member shall make an annual financial payment (an "Annual Membership Fee") to UAH as consideration for the UAH Contributions. Annual Membership Fees for the calendar year shall be due and payable by January 15 of that calendar year for which the Annual Membership Fee applies. Annual Membership Fees are not refundable. The amount of each Member's Annual Membership Fee shall be determined by the tier structure set forth below:

MEMBERSHIP TYPE	ANNUAL FEE AMOUNT	VOTING RIGHTS
Associate Member	\$5,000	Full voting rights
Academic Member	\$3,000	Conditional voting rights
Affiliate Member	\$2,000	No voting rights
Federal/State Government Member	No annual fee required	Full voting rights

Notwithstanding the general requirement for Annual Membership Fees, UAH shall be considered an Academic Member with full voting rights.

In the sole discretion of the Dean of the UAH College of Science, in-kind services (e.g., hours of work on a quantum computer) may be accepted in lieu of the Annual Membership Fee, but such substitution shall be communicated in writing to the Board.

V. Annual Membership Fees shall be made payable to “The University of Alabama in Huntsville” and annotated for “Southeastern Quantum Collaborative”. Wire transfers should be made to The University of Alabama in Huntsville, General Operating Account at Regions Bank, 4003 University Dr. NW, Huntsville, AL 35816. Routing Number: 062000019; Account Type: Checking; Account Number: 0401093258. Please send remittance notifications to science.finance@uah.edu. Hunter Hoskins at 256-824-2393.

VI. **Governing Board.** There will be an SQC Governing Board (“Board”) composed of one designated representative from each Member with voting rights, except that UAH shall have two representatives on the Board, the UAH Dean (defined below in Section VII) and the UAH SQC Program Manager (defined below in Section VII). Each such Member notify the UAH SQC Program Manager of the designation of its representative in writing. Each Member with voting rights retains the right to change its designated representative at any time, so long as the Member provides written notification of the change to the UAH SQC Program Manager. Each Member representative on the Board shall have one equal vote on the Board. The Board primarily makes recommendations to the UAH SQC Program Manager on (a) the research projects to be carried out by the SQC, (b) changes to policies and procedures of the SQC, (c) approval of membership applications, and (d) other supporting activities at the SQC as brought forth by the UAH Program Manager. All Board recommendations are subject to final approval by the UAH Program Manager or the UAH Dean.

VII. The Dean of the UAH College of Science (“UAH Dean”), in his/her official capacity, and inclusive of all successors to the current Dean, shall serve as the leader for the SQC at the direction and under the authority of the UAH Vice President for Research and Economic Development. The UAH Dean will appoint a Program Manager to oversee the operation of the SQC (the “UAH SQC Program Manager”) who will report to the UAH Dean on activities associated with the SQC. The UAH SQC Program Manager will provide a quarterly status report to the UAH Dean, either in writing or verbally, regarding memberships, funds available, and activities sponsored by the SQC. The UAH Dean and the UAH SQC Program Manager will serve as voting members of the Board. UAH shall have sole discretion on and authority for the appointment of the UAH SQC Program Manager.

VIII. Nothing in this Agreement may be construed to obligate UAH to any current or future expenditure of financial resources.

IX. There shall be no expectation or requirement of confidentiality with respect to the activity, proceedings, research, or communications among or between members (including UAH) of the SQC absent any separate applicable agreements that members may voluntarily enter into with other members.

X. Publishing activity by UAH on behalf of the SQC will be in the public domain upon completion and publication review by members. All research done by members will be wholly owned by

them, and any research between members will be governed by whatever agreements they enter into. Members are encouraged “to publish” the results of their research and are encouraged to contribute work to open source for broader access by the quantum industry.

XI. By entering this Agreement and participating in the SQC, the Members do not waive their rights in or possession of any of their existing intellectual property, and members shall own any intellectual property that they may develop as a member of SQC whether individually or through collaborations with other members.

XII. Any Member may withdraw from the SQC for any reason upon giving at least thirty (30) days' written notice to UAH. The fees paid by such withdrawing Member pursuant to this Agreement shall not be refunded. Upon such Member's withdrawal from the SQC, the Member's rights and obligations pursuant to this Agreement shall terminate.

XIII. This Agreement remains valid until it is terminated in writing by any of the following:

- a. UAH provides thirty (30) days' written notice to the other Members that it intends to withdraw from the Agreement and terminate its participation in the SQC; or
- b. Three-fourths (3/4) of the Members with voting rights vote to terminate the Agreement and the SQC, so long as there are more than four (4) Members with voting rights participating in the SQC when such vote occurs.

XIV. No Member shall be liable for the actions or omissions of any other Member.

a. Limitation of Liability

- i. UAH's and [MEMBER NAME]'s entire liability for all claims in the aggregate arising under the Agreement will not exceed the amount of any actual direct damages up to a limit of the amount of Ten Thousand U.S. Dollars (\$10,000.00 USD). This limit applies regardless of why a Party claims damages from the other, including default, fundamental breach, negligence, misrepresentation, or other contract or tort claim. The following amounts, if a Party is legally liable for them, are not subject to the above limit: (i) damages for bodily injury (including death), or (ii) damage to real property and tangible personal property.
- ii. UAH AND ANY MEMBERS SHALL NOT BE LIABLE TO ONE ANOTHER OR ANY OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HOWSOEVER ARISING AS A RESULT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER A THEORY OF CONTRACT, TORT, INDEMNITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. No Warranties

- i. NEITHER UAH NOR [MEMBER NAME] MAKE ANY WARRANTY OR REPRESENTATION TO EACH OTHER, ANY OTHER MEMBER, OR ANY OTHER ENTITY THAT THE USE OF ANY INFORMATION

PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY.

ii. NEITHER UAH NOR [MEMBER NAME] MAKE ANY WARRANTY OR REPRESENTATION TO EACH OTHER, ANY OTHER MEMBER, OR ANY OTHER ENTITY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY EXPRESSLY DISCLAIMS THE SAME, CONCERNING ANY INFORMATION FURNISHED HEREUNDER, OR TO ANY OTHER MATTER WHATSOEVER THAT MIGHT ARISE FROM ANY ACTIVITIES OR INFORMATION DISCLOSURES RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT OR ANY EQUIVALENTS UNDER THE LAWS OF ANY APPLICABLE JURISDICTION.

XV. All notices required under this Agreement shall be in writing and shall either be served personally, sent by certified mail, return receipt requested, or electronic mail. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other addresses as a Party may specify in writing to the other Parties:

To UAH: University of Alabama in Huntsville
College of Science, Office of the Dean
Materials Science Building, C207
301 Sparkman Drive
Huntsville, AL 35899
Attn: Dr. Rainer Steinwandt, or current dean

To [Member]: Name
Address
City, State, Zip
Attn:

XVI. The Parties agree to comply with all laws, regulations, rulings, and professional standards which apply to their respective execution of this Agreement.

XVII. **Governing Law.** The law of the State of Alabama, without regard to its conflicts of law provisions, shall exclusively apply to this Agreement and any dispute involving UAH. Where any claim is initially brought against a State Government Member, Associate Member, Academic Member, or Affiliate Member, the laws of the state where such Member who the initial claim is against is located shall apply to the entirety of the dispute except with respect to claims arising under this Agreement. For any claim brought against a Federal Government Member, federal law shall apply to the dispute except with respect to claims arising under this Agreement.

XVIII. **Venue.** The following terms shall apply to the venue for any legal dispute arising under, or involving this Agreement:

- a. Exclusive jurisdiction of any claims brought against, brought by, or involving UAH that are not barred by immunity, nor required to be filed before the Alabama State Board of Adjustment, shall lie in the United States District Court for the Northern District of Alabama, Northeastern Division (Huntsville), or the Circuit Court of Madison County, Alabama. Any claim for damages against UAH must be made through the Alabama State Board of Adjustment.
- b. Exclusive jurisdiction of any claim brought against a Federal Government Member shall be in accordance with applicable federal law.
- c. Exclusive jurisdiction of any claim brought against a State Government Member shall lie in the courts of the state where such Member is located.
- d. Exclusive jurisdiction for the entirety of any claim initially brought against an Associate Member, Academic Member, or Affiliate Member shall lie in the courts of the state where such Member who the initial claim is against is located.

XIX. Nothing in this Agreement shall be deemed to constitute any Party, or any employee, agent, student, or representative of any Party, becoming an employee, agent, or representative of any other Party. This Agreement shall not be construed to establish any form of partnership, agency, franchise or joint venture of any kind between any members (including UAH).

XX. This Agreement contains the entire understanding of the Parties. This Agreement may be amended only by mutual written agreement by the Parties with full noting rights, through their authorized representatives.

XXI. Any changes, modifications, or amendments to this Agreement must be reduced to and approved in writing by the Parties with full voting rights.

XXII. The representative of each Party in executing this Agreement represents that he/she signs as a properly authorized representative of the Party, with full authority to execute the Agreement and bind the Party thereto without any further requirements or approvals, and does not assume any personal liability for compliance with the terms and conditions of the Agreement.

XXIII. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

XXIV. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

XXV. Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement as a whole shall not be affected.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives:

MEMBER Authorized Officer: MEMBER name: Address: Date:	Authorized Officer Signature
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The University of Alabama in Huntsville Authorized Officer: University name: Address: Date:	Authorized Officer Signature
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