

**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 Members hereby agree to the following terms and conditions:

- I. The SQC will be operated as a collaborative 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 shall be due by January 15 of the year preceding the 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”.
- 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. UAH reserves the right for its faculty, research staff, and students involved in SQC research to publish the results of any research performed by SQC. Each Member, however, shall have the opportunity to review any publication containing results of the research program of SQC prior to publication and shall have the right to request the SQC for a delay in publication for a period not to exceed 1 year from the date of submission to the Members, provided that the Founding Members makes a written request and justification for such delay within 45 days from the date the proposed publication is submitted to the Members.
- IX. Nothing in this Agreement may be construed to obligate UAH to any current or future expenditure of financial resources.
- X. There shall be no expectation or requirement of confidentiality with respect to the activity, proceedings, research, or communications of the SQC.
- XI. All research activity of the SQC or on its behalf shall be in the public domain. Activity of the SQC will be in the public domain upon completion and publication review by members.

- XII. By entering this Agreement and participating in the SQC, the Members do not waive their rights in or possession of any intellectual property they own separate from the SQC and this Agreement.
- XIII. 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.
- XIV. 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.
- XV. No Member is assuming any liability for the actions or omissions of any other Member. Each Member will forebear against making any claim against any other Member for any claims, liability, injury, damage or cost based upon injury or death to persons, or loss of, damage to, or loss of use of property that arises out of the performance of this Agreement to the extent that such claims, liability, damage, cost or expense result solely from the negligence or wantonness of the forbearing Member's own agents, employees, students, or contractors.
- XVI. 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:
- XVII. The Parties agree to comply with all laws, regulations, rulings, and professional standards which apply to their respective execution of this Agreement.
- XVIII. **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. For any claim brought against a State Government Member, Associate Member, Academic Member, or

Affiliate Member, the laws of the state where such Member is located shall apply to the dispute except with respect to the interpretation of this Agreement. For any claim brought against a Federal Government Member, federal law shall apply to the dispute except with respect to the interpretation of this Agreement.

XIX. **Venue.** The following terms shall apply to the venue for any legal dispute related to, 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 of any claim brought against an Associate Member, Academic Member, or Affiliate Member shall lie in the courts of the state where such Member is located.

XX. Nothing in this Agreement shall be deemed to constitute any Party, or any employee, agent, student, or representative of any Party, as an employee, agent, or representative of any other Party.

XXI. 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.

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

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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:

<p>MEMBER</p> <p>Authorized Officer:</p> <p>MEMBER name:</p> <p>Address:</p> <p>Date:</p>	<p>Authorized Officer Signature</p>
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<p>The University of Alabama in Huntsville</p> <p>Authorized Officer:</p> <p>University name:</p> <p>Address:</p> <p>Date:</p>	<p>Authorized Officer Signature</p>
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