

_____ (Effective Date)

QED-C Participation Agreement

This Participation Agreement (the “Agreement”) is made and entered into by and between SRI International (“SRI”), a California nonprofit public benefit corporation with a principal place of business at 333 Ravenswood Avenue, Menlo Park, California 94025, and _____ (“Company”), a _____ (type of legal entity) registered under the laws of _____ with a principal place of business at _____, referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

- A. In light of the diverse useful applications of and substantial economic benefit made possible by advances in quantum information science and technology (“QIST”), it is in the interest of the United States and the U.S. economy to accelerate the development of a U.S. QIST industry as envisaged in the National Quantum Initiative Act, Pub. L. 115-368 of Dec. 21, 2018 (the “Act”).
- B. SRI, in conjunction with and with the support of the U.S. government, has established a Quantum Economic Development Consortium (“QED-C”), a consortium of responsible stakeholders in the QIST innovation ecosystem that are either individuals, U.S. entities or entities from countries deemed to comply with transparent and law abiding business and IP practices, for the purposes of facilitating the development and commercialization of enabling technologies essential to build and advance the capability of quantum systems; promoting quantum-related education; promoting skills development and training for industry to create a broad and capable quantum workforce; and identifying technology and application challenges for the purpose of accelerating progress in the development, commercialization and practical use of quantum systems.
- C. SRI seeks to enlist participation in QED-C of the QIST community, including corporations, academic institutions, non-profit organizations, individuals, and government entities, and to support, administer and manage the QED-C consistent with direction from the Steering Committee.
- D. SRI has entered into Other Transaction Agreement Number OTA-2019-0001 dated September 11, 2019 (the “OTA”), with the National Institute of Standards and Technology (“NIST”) pursuant to which SRI shall support the mission and objectives set forth in this Agreement and SRI may also enter into other agreements with U.S. government agencies to, among other things, support and administer QED-C.
- E. Company seeks to enter into an agreement with SRI to become a participant in QED-C, and Company understands that SRI intends to enter into equivalent agreements with other entities and individuals, who will also become participants in QED-C.

For and in consideration of the foregoing premises and the covenants in this Agreement, Company and SRI agree as follows, effective as of the date set forth on the top line of this Agreement (“Effective Date”). References hereinafter to “SRI” shall mean SRI or its successor.

AGREEMENT

1. DEFINITIONS

“**Control**” means the power to determine, direct or decide important matters affecting an entity through the ownership of a majority or a dominant minority of the total outstanding voting interests in an applicant, board representation, a special share, contractual arrangements, or some other means. Important matters include, among other things, (i) the sale, lease, mortgage, pledge of transfer of any of the tangible or intangible principal assets of the entity, (ii) the reorganization, merger or dissolution of the entity, (iii) major expenditures or investments, issuance of equity or debt, or dividend payments by the entity or approval of the operating budget, and (iv) the appointment or dismissal of officers or senior managers and (v) access to the entity’s technology.

“**Director**” means a person appointed to serve on the board of an organization, such as an institution, business or corporation. In a publicly held company, directors are elected to represent and are legally obligated as fiduciaries to represent owners of the company—the shareholders/stockholders. In this capacity they establish policies and make decisions on fiduciary issues, dividends stock options and the hiring/firing and compensation of upper management, including Officers.

“**Foreign Person**” means a person who is not a citizen or lawful permanent resident of the United States or a firm or institution organized or existing under the laws of a country other than the United States, its territories or possessions. The term includes (i) any state-owned enterprise or agency or instrumentality of a foreign government and (ii) any firm, institution, business organization, or other entity that is not domiciled in the United States or is more than 50% owned or controlled, directly or indirectly, by a foreign government or by a firm or institution organized or existing under laws of a country other than the United States, its territories or possessions, or by one or more individuals not a citizen or lawful permanent resident of the United States.

“**Non-Restricted Country**” means any country or territory that is not, or whose government is not, the subject of any economic or national security sanctions or arms embargo administered or enforced by the U.S. government (including those administered by the U.S. Department of Treasury’s Office of Foreign Assets Control, the U.S. Department of Commerce’s Bureau of Industry and Security or the U.S. Department of State).

“**Officer**” means any President, Chief Executive Officer, Corporate Vice President, Controller, Secretary or Treasurer of the Company, and any other officers designated as corporate officers by the company's Directors.

“**Participant**” means an organization, company, academic institution, entity, agency or individual that has entered into the Agreement or an identical or equivalent agreement with SRI to participate in QED-C. For the avoidance of doubt, a Participant shall only include Company and any Company subsidiaries identified in Attachment 2.

“**QED-C**” means the Quantum Economic Development Consortium, a consortium of stakeholders in the QIST innovation ecosystem established by SRI in conjunction with and with the support of the U.S. government, in the interest of the United States and the U.S. economy to accelerate the development of a U.S. QIST industry as envisaged in the Act.

“Quantum Research Project” means research and development undertaken (i) in response to a request for proposal from a sponsor with the advice of a Research Advisory Board of QED-C, (ii) pursuant to an award that is not funded by QED-C and (iii) as may be recommended by a Research Advisory Board of QED-C.

“QIST” means quantum information science and technology that includes, but is not limited to, quantum computing, quantum simulation, quantum sensing, quantum communication and quantum metrology, with other fields likely to be added to this definition as research continues.

“Restricted Person” means (a) a person listed in any publicly accessible sanctions or export control-related list of designated persons maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of Commerce’s Bureau of Industry and Security or the U.S. Department of State, (b) a person organized or is a human resident in a country or territory that is, or whose government is, the subject of any economic or national security sanctions or arms embargo administered or enforced by the U.S. government (including those administered by the U.S. Department of Treasury’s Office of Foreign Assets Control, the U.S. Department of Commerce’s Bureau of Industry and Security or the U.S. Department of State), or (c) any person 50%-or-more owned or controlled by any such person or persons described in the foregoing clauses (a) or (b).

“SRI Trademarks” mean the trademarks The Quantum Consortium and QED-C, owned and used by SRI International in the areas of services associated with quantum science and engineering.

“Technical Advisory Committee” or **“TAC”** means a group of Participants focused on a particular aspect of QED-C activity.

2. QED-C

2.1 Mission and Objectives

2.1.1 The mission of QED-C is, in collaboration with SRI, the U.S. government and Participants, to support the development of a robust QIST industry, particularly in the United States. QED-C objectives include the following:

- (a) Identify enabling technology gaps, workforce gaps, and supply chain gaps, and identify strategies to address those gaps;
- (b) Assess enabling technologies (that are well beyond basic research) and provide a suggested taxonomy of requirements and associated suggested benchmarks for these enabling technologies, and convey such assessments broadly to the community and U.S. government departments and agencies. Restated, QED-C shall collect and broadly distribute suggested requirements and benchmarks for the purpose of aiding industries to participate in the development of quantum technologies in support of the burgeoning need for QIST. For the avoidance of doubt, QED-C shall not be a standards setting or standards development organization, nor shall QED-C promote or otherwise encourage adoption of voluntary consensus standards or conformity assessment activities for core QIST technologies like qubits, transduction, cryptography or sensing;

- (c) Identify and disseminate information about potential QIST applications and their economic benefits;
- (d) Inform U.S. government departments and agencies of enabling technology, workforce, infrastructure, and other needs to advance the U.S. QIST economy; and
- (e) Facilitate collaboration among Participants to accelerate commercialization and economic benefit from QIST applications.

2.1.2 QED-C shall not award, approve, allocate, or administer research funds.

2.2 **Structure**

- 2.2.1 SRI shall administer, operate and manage QED-C under the leadership of the QED-C Executive Director and the QED-C Deputy Director and with the direction and advice of the Steering Committee as stated in Article 2.2.2 and Article 7.
- 2.2.2 A Steering Committee comprising the QED-C Executive Director, QED-C Deputy Director and representatives from Tier 1 Corporate Participants and government agencies shall approve QED-C policies, membership, and fees; may provide advice to SRI regarding budgetary matters related to operations of QED-C, and shall provide technical and scientific direction to SRI regarding QIST matters and activities and provide advice on other matters. The Steering Committee does not approve funding or IP rights for Quantum Research Projects; research sponsors define these in separate contracts. The Steering Committee evaluates the recommendations and advice of the TACs and adopts such recommendations and advice as the Steering Committee may determine to be positions of QED-C.
- 2.2.3 Research Advisory Boards, comprising subject matter experts from the U.S. government and from non-sponsoring, non-performing entities, may be established temporarily by the Steering Committee to assist funding sponsors of Quantum Research Projects with preparation of requests for proposals, review of proposals, and recommending to sponsors proposals for funding. Decision makers from the U.S. government will not serve on Research Advisory Boards. Recommendations of a Research Advisory Board are provided directly to the particular funding sponsor of a given Quantum Research Project, who is free to consider such recommendations as the funding sponsor may see fit.
- 2.2.4 Tier 1 Corporate Participants shall establish, and the Steering Committee shall approve, Technical Advisory Committees as appropriate to facilitate accomplishing QED-C objectives.
- 2.2.5 SRI may need to enter into other agreements with U.S. government entities relating to the support or funding of QIST. Because QED-C's structure is established by a series of contracts entered into by SRI with various participants and because QED-C is not a corporate entity, participation in QED-C activities should not subject participants to flow-down obligations associated with such other agreements. However, to the extent that

participation in an activity may subject the Company to flow-down obligations, Company agrees to comply with such obligations, provided that SRI discloses such obligation to Company in writing such that Company has the opportunity to review such obligations 90 days before such obligations take effect. In the event Company does not agree to these obligations, Company may decline to participate in such activity that triggers the flow-down obligation or Company may terminate the Agreement before such obligations take effect. Moreover, SRI agrees that Company's participation in the benefits identified solely in Sections 4.1.1 and 4.1.2(A) will not subject Company to any such obligations, and SRI agrees that it will not enter into any such obligations that would create a payment obligation or survive the withdrawal of a Participant from QED-C.

- 2.2.6 In the event SRI enters into Quantum Research Project agreements or sub-agreements, such agreements will be subject to the requirements in Attachment 1. Confidentiality agreements or service agreements between SRI and Company shall not constitute sub-agreements to this Agreement.

3. PARTICIPATION CATEGORIES

3.1 Participation Eligibility Criteria

All Participants will be subject to the following criteria:

1. The Participant, the immediate, intermediate, or ultimate parent(s) of a Participant shall not be a Restricted Person;
2. Directors and Officers of a Participant shall not be a Restricted Person;
3. Any Participant or a current Director or Officer of that Participant shall not be convicted of a felony criminal offense in a competent jurisdiction; and
4. Participant shall have company policies that support a diverse, ethical and respectful work culture, including prevention of sexual harassment and unlawful employment discrimination.

3.2 Participation Categories

Additionally, Participants shall comprise persons or entities that are part of the QIST ecosystem who apply for and meet the eligibility criteria of a particular category as set forth below.

- (a) Tier 1 Corporate Participants that are publicly traded – Legal entities meeting all of the following criteria:
1. Incorporated and has its headquarters in any U.S. state, the District of Columbia or any U.S. territory; and
 2. Publicly traded and compliant with U.S. securities laws.

Any subsidiaries identified in Attachment 2 are likewise considered within the scope of the Company's Tier 1 Corporate Participant designation.

- (b) Tier 1 Corporate Participants that are privately held – Legal entities meeting all of the following criteria:
 - 1. Incorporated in any U.S. state, the District of Columbia or any U.S. territory; and
 - 2. Privately held and not directly or indirectly Controlled by a Foreign Person.
- (c) Tier 2 Corporate Participants that are publicly traded – Legal entities meeting the following criteria:
 - 1. Incorporated in a country other than the United States; and
 - 2. Publicly traded.
- (d) Tier 2 Corporate Participants that are privately held – Legal entities meeting the following criteria:
 - 1. Privately held companies that are Controlled by Foreign Person(s) that are not Restricted Person(s).
- (e) Tier 1 Academic Participants – Universities or independent research institutes meeting the following criteria:
 - 1. The university or independent research institute is established under the laws of any U.S. state, the District of Columbia or any U.S. territory;
 - 2. The university or independent research institute has its principal campus or research facilities located in any U.S. state, the District of Columbia or any U.S. territory;
 - 3. The university or independent research institute has a majority of its employees and students residing in the United States; and
 - 4. The university or independent research institute is accredited by a national or regional accrediting body recognized by the U.S. Department of Education.
- (f) Tier 2 Academic Participants – Universities or independent research institutes meeting the following criteria:
 - 1. The university or independent research institute is established and located in a Non-Restricted Country; and
 - 2. The university or independent research institute has a majority of its employees and students residing in such Non-Restricted Country.
- (g) FFRDC Participants – Federally funded research and development centers (“FFRDCs”) in the United States.
- (h) Government Participants – U.S. federal, state and local government entities and agencies that have entered into an agreement with SRI to participate in or otherwise support QED-C and its activities, projects or research.

- (i) Affiliate Participants – (i) Entities interested in promoting the vision and mission of QED-C that are not otherwise Tier 1 Corporate Participants, Tier 2 Corporate Participants, Tier 1 Academic Participants, Tier 2 Academic Participants, FFRDC Participants or Government Participants:
 - 1. Representatives of U.S. government agencies that are not Government Participants;
 - 2. Independent research laboratories, centers, or councils meeting at a minimum the criteria of Tier 2 Corporate Participants;
 - 3. Professional societies established in any U.S. state, the District of Columbia or any U.S. territory; or
 - 4. Other persons' SRI, with the approval of the Steering Committee, designates from time to time as Affiliate Participants.
- (j) Individual Participants – Individuals interested in promoting the vision and mission of QED-C who are not otherwise Tier 1 Corporate Participants, Tier 2 Corporate Participants, Tier 1 Academic Participants, Tier 2 Academic Participants, FFRDC Participants, Government Participants or Affiliate Participants including:
 - 1. Individual researchers from U.S. universities and institutions that are not Tier 1 Academic Participants or Restricted Persons; or
 - 2. Individual researchers from non-U.S. universities and institutions that are not Tier 2 Academic Participants or Restricted Persons.

3.3 Additional Participants

- 3.3.1 SRI, with the approval of the Steering Committee, is authorized to enter into equivalent participation agreements with new Participants and admit them into QED-C.
- 3.3.2 Except for voting rights, SRI shall be entitled to all the benefits of Tier 1 Corporate Participants.

4. BENEFITS AND RESPONSIBILITIES OF PARTICIPATION

4.1 Participation Benefits

- 4.1.1 During the term of this Agreement, all Participants in good standing shall be entitled to QED-C benefits, including the ability to:
 - (a) Participate in TACs as permitted by the Steering Committee;
 - (b) Attend invitation-only plenary meetings;
 - (c) Access a network of Participants with diverse capabilities and requirements related to QIST;
 - (d) Participate in certain other QED-C activities, depending on participation category, as suggested by the QED-C Executive Director and approved by the Steering Committee;

- (e) Have access to certain QED-C reports, depending on participation category, as determined by the QED-C Executive Director with advice of the Steering Committee, except that dissemination of such reports to others than QED-C Participants is prohibited without the approval of the Steering Committee;
- (f) Have access to certain QED-C data and analyses, depending on participation category, as determined by the QED-C Executive Director with approval of the Steering Committee, provided Participant consents to the receipt of such data and analyses, except that dissemination of such data and analyses to others than QED-C Participants is prohibited without the approval of the Steering Committee; and
- (g) Obtain other benefits as approved by the Steering Committee.

4.1.2 In addition, during the term of this Agreement, a Participant in good standing who is a Tier 1 Corporate Participant or a Government Participant shall be entitled to the following additional benefits:

A. Tier 1 Corporate Participants

- (a) Attend certain Quantum Research Project reviews as determined by the QED-C Executive Director with advice of the Steering Committee;
- (b) Be eligible to seek representation on the Steering Committee; and
- (c) Vote on certain matters of QED-C governance, including election of the members of the Steering Committee.

B. Government Participants

- (a) Be eligible to seek representation on the Steering Committee.

4.2 Participation Obligations and Responsibilities

4.2.1 Company shall support pursuit of QED-C's objectives and remain in good standing through:

- (a) Compliance with the terms and conditions of this Agreement and any other agreement pertaining to QED-C to which Company is a party;
- (b) Payment of non-refundable participation fees, as established from time to time by SRI with the approval of the Steering Committee, within thirty (30) days of the date of the initial fee invoice from SRI and within thirty (30) days of January 1 of each succeeding year; and
- (c) Compliance with operating policies and procedures developed by SRI with the approval of the Steering Committee.

4.2.2 Annual Participation Fees

- (a) The participation fees are for administration and operations of QED-C and shall not be used to fund Quantum Research Projects.
- (b) Within thirty (30) days of the date of the initial fee invoice from SRI and within thirty (30) days of January 1 of each succeeding year, Company shall

make payments of non-refundable annual participation fees to SRI pursuant to the fee schedule attached hereto as Attachment 3. Notwithstanding any other provision herein, SRI can, only with approval of the Steering Committee, amend the fee schedule from time to time, subject to the provision in 4.2.2(c).

- (c) SRI shall provide to Participants sixty (60) days advanced notice prior to a vote by the Steering Committee of any proposed changes to the fee schedule.

5. REPRESENTATIONS AND WARRANTIES

5.1 Eligibility

By executing this Agreement, Company affirms that it meets the eligibility criteria as established for its participation category in Sections 3.1 and 3.2 and shall promptly notify SRI of any material changes to ownership and control or other information to the extent relevant to eligibility criteria.

6. MANAGEMENT OF QED-C

6.1 QED-C Management

- 6.1.1 SRI shall administer, operate and manage QED-C with the advice and guidance of the Steering Committee and with the technical and scientific direction of the Steering Committee relating to QIST matters and activities.
- 6.1.2 SRI, with the approval of the Steering Committee, shall be responsible for appointing the QED-C Executive Director and the QED-C Deputy Director. SRI, with the advice and guidance of the Steering Committee, shall be responsible for removing the QED-C Executive Director and the QED-C Deputy Director.
- 6.1.3 The Steering Committee shall establish additional governance processes consistent with the terms of this Agreement at its discretion.

6.2 QED-C Executive Director

- 6.2.1 The QED-C Executive Director shall be responsible for the executive management of QED-C.
- 6.2.2 The QED-C Executive Director shall:
 - (a) Develop QED-C vision and strategy;
 - (b) Manage, execute, oversee and coordinate the activities of QED-C;
 - (c) Lead membership recruitment;
 - (d) Oversee the development of the annual QED-C program plan and budget;
 - (e) Coordinate with Government Participants with respect to QED-C;
 - (f) Have final responsibility for the QED-C Deputy Director and the executive management team; and

- (g) Review participant compliance with eligibility criteria on a periodic basis and report to the Steering Committee any proposed changes in participant category for participants.

6.2.3 The QED-C Executive Director shall serve as a non-voting member of the Steering Committee.

6.3 QED-C Deputy Director

6.3.1 The QED-C Deputy Director shall:

- (a) Assist and support the QED-C Executive Director in all responsibilities and areas of planning, management, execution, oversight and outreach;
- (b) Assist in managing the TACs; and
- (c) Develop and support innovative initiatives and develop and manage processes for financial tracking and financial and other required reporting.

6.3.2 The QED-C Deputy Director shall report to the QED-C Executive Director and shall serve as a non-voting member of the Steering Committee.

7. STEERING COMMITTEE

7.1 The Steering Committee shall be established and shall initially have the following members in accordance with participation category and company size:

7.1.1 Three representatives from Tier 1 Corporate Participants with more than 5,000 employees who shall each have one vote;

7.1.2 Four representatives from Tier 1 Corporate Participants with 5,000 or fewer employees who shall each have one vote;

7.1.3 The QED-C Executive Director who shall be a non-voting member of the Steering Committee;

7.1.4 The QED-C Deputy Director who shall be a non-voting member of the Steering Committee;

7.1.5 Two U.S. government department or agency representatives as approved by the Tier 1 Corporate Participants and with such voting rights, if any, as approved by the Tier 1 Corporate Participants;

7.1.6 Such other members as nominated by SRI and approved by the existing Steering Committee, subject to the provisions in Section 7.1.7; and

7.1.7 The number of the Steering Committee members may be amended by a majority vote of the Tier 1 Corporate Participants, subject, however, to the provision that:

- (a) There shall be not fewer than 8 and not more than 15 members of the Steering Committee,
- (b) There shall be more Steering Committee members from Tier 1 Corporate Participants with 5,000 or fewer employees than Tier 1 Corporate Participants with more than 5,000 employees, and

- (c) There shall be fewer Steering Committee members from government than from Tier 1 Corporate Participants with more than 5,000 employees.
- 7.2 The Chair of the Steering Committee shall be elected by at least two-thirds of the Steering Committee members.
- 7.3 Tier 1 Corporate Participants shall nominate and elect Tier 1 Corporate Participants to the Steering Committee. The Steering Committee membership on or near the Effective Date is enumerated in Attachment 4.
- 7.4 The term of a member of the Steering Committee shall be three years and successive terms are permitted.
- 7.5 A member of the Steering Committee may be removed by a two-third vote of the Steering Committee members.
- 7.6 The responsibilities of the Steering Committee include the following:
 - 7.6.1 Approve the Participant fee structure;
 - 7.6.2 Approve SRI recommendation of the QED-C Executive Director and the QED-C Deputy Director;
 - 7.6.3 Provide direction to SRI regarding the annual QED-C program plan and advice to SRI regarding the annual budget;
 - 7.6.4 Approve, oversee, and terminate TACs;
 - 7.6.5 Approve QED-C policies and procedures;
 - 7.6.6 Determine the positions of QED-C, which may include recommendations and advice from the TACs, and provide related advice to U.S. government entities on:
 - (a) Status and progress of QIST research,
 - (b) Needs and gaps in enabling technologies and research recommendations for addressing gaps,
 - (c) Innovation and economic development strategies,
 - (d) Education and workforce development, and
 - (e) Establishment of an ecosystem of enabling technologies, supply chain, and infrastructure;
 - 7.6.7 Approve new Participants based on recommendation by QED-C Executive Director after review of application and eligibility and in consultation with NIST;
 - 7.6.8 Review QED-C Executive Director reporting regarding Participant compliance with eligibility criteria and approve changes to participation category of any participant upon based on recommendation by QED-C Executive Director and in consultation with NIST; and

- 7.6.9 Identify and communicate topics of potential research to funding sponsors and establish Research Advisory Boards to assist funding sponsors with proposals for topics of research selected by funding sponsors.
- 7.7 A Steering Committee member whose company contemplates submitting a proposal for funding to be evaluated by a Research Advisory Board shall recuse himself/herself from any discussions or decisions regarding the nomination and selection of subject matter experts for that Research Advisory Board.

8. RESEARCH ADVISORY BOARDS

- 8.1 Research Advisory Boards are temporary groups established by the Steering Committee in response to a single research topic recommendation, which may entail multiple Quantum Research Projects.
 - 8.1.1 Research Advisory Boards shall comprise subject matter experts from U.S. government agencies and from entities that are neither sponsors nor performers of the proposed Quantum Research Project(s); decision makers at sponsoring U.S. government agencies will not serve on the Research Advisory Boards.
- 8.2 Research Advisory Boards shall have the following responsibilities:
 - 8.2.1 Assist sponsors with preparation of proposed Requests for Proposals and proposed IP terms for the project(s); and
 - 8.2.2 With SRI administrative support, assist sponsors with review of proposals and provide recommendations to the sponsors for approval.
- 8.3 Any recommendation by a Research Advisory Board to fund a proposal is provided to the sponsor(s) for that Project.

9. INTELLECTUAL PROPERTY

- 9.1 This agreement does not confer or restrict rights in any intellectual property. Participation in certain QED-C activities, including participation in Quantum Research Projects, may require Participants to enter into separate agreements with respect to intellectual property rights.
- 9.2 **Trademarks**
 - 9.2.1 SRI grants Participants a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to include the SRI Trademarks in informational materials subject to the following terms.
 - 9.2.2 Each Participant acknowledges that SRI retains all right, title and interest in the SRI Trademarks and any variations.
 - 9.2.3 Each Participant agrees to promptly notify SRI should it become aware of any unauthorized use of the SRI Trademarks.
 - 9.2.4 Each Participant agrees that it will not modify the SRI Trademarks and will refrain from any further use of SRI Trademarks not expressly permitted above unless such Participant first obtains SRI's prior written permission.

- 9.2.5 Each Participant further agrees to abide by SRI's trademark use guidelines as follows:
- (a) Documents published by SRI International or its licensees often mention trademarks that require attribution, including trademark symbols and the identity of specific technologies, products, or services.
 - (b) Add the appropriate ®, ™, or (SM) symbol at the first mention of the trademarked name, technology, or product.
 - (c) Alternatively, or in addition, add a footnote on the page with the first mention, for example: QED-C or Quantum Consortium is a registered trademark of SRI International.
 - (d) A trademark is an adjective and should be treated as such:
 - 1. Always follow the SRI trademark name with a noun or descriptive noun phrase.
 - 2. Do not use an SRI trademarked word as a verb.
 - 3. Do not use an SRI trademarked word as a noun.
 - (e) Always capitalize an SRI trademark.

10. CONFIDENTIALITY

Unless otherwise mutually agreed, the Parties agree that information exchanged under this Agreement shall be non-confidential. Should any proposed activity or transfer of information require confidentiality terms, the Parties will execute any separate confidentiality agreement(s) that may be required.

11. TERM AND TERMINATION

11.1 Term Generally

The initial term of this Agreement shall commence on the Effective Date and end at the end of the calendar year. This Agreement shall be automatically renewed annually for an additional one (1) calendar year period unless terminated by either Party for any reason.

11.2 Termination by SRI

SRI shall be entitled upon approval of the Steering Committee to terminate this Agreement upon providing sixty (60) days advance written notice to Company in the event that the Company fails to timely pay participation fees, acts in connection with QED-C activities in a manner contrary to the purposes of QED-C as stated in Paragraph B of the Recitals, or no longer satisfies eligibility, subject to an opportunity to cure.

11.3 Termination by Company

Company may terminate this Agreement upon providing sixty (60) days' written notice to SRI.

11.4 Termination for Conflict

Company may, at its sole discretion, recuse itself from any matters that could create a conflict of interest. Company will work with SRI to mitigate any such conflicts, but

Company retains ultimate approval authority over any such mitigation measures. In the event Company does not believe the matter to be adequately resolved, Company may terminate this Agreement immediately.

12. EXPORT CONTROL AND SANCTIONS

Company shall comply with all applicable U.S. laws and regulations (including regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the International Traffic in Arms Regulations and the Export Administration Regulations) that govern trade and economic sanctions and the export, reexport, transfer and access to specific works, equipment or technical data, including software, prototypes and other IP, to and by foreign persons, including firms, institutions and individuals, and their representatives ("Export Control and Sanctions Laws"). This responsibility to comply with all Export Control and Sanctions Laws exists independent of, and is not established or limited by, this Agreement.

13. MISCELLANEOUS

13.1 Notices

Any notice to be given by a Party in connection with this Agreement shall be in writing and shall be deemed given when delivered personally, by courier with confirmation, by confirmed email or within five (5) days after being deposited in the U.S. mail, registered or certified, return receipt requested, addressed to the Party to be notified at its last known address set forth in Attachment 5 to this Agreement.

13.2 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of New York.

13.3 Modifications

This Agreement may not be modified or amended except by a written document signed by the Parties to be bound by the modification or amendment.

13.4 Compliance With Laws

This Agreement shall be subject to revision to conform with any legal determination under applicable laws, rules or regulations. Any inconsistency between this Agreement and the pertinent provisions of any such determination, law, rule or regulation shall be resolved by mutual agreement of the Parties.

13.5 Assignment

13.5.1 SRI may assign this Agreement to its successor with approval of Company and the Steering Committee.

13.5.2 This Agreement shall not be assigned by Company except as part of a sale of all or substantially all of Company's business and, in such event, only in the Agreement's entirety and upon prior written notice to SRI, provided the proposed assignee would qualify to be a Participant at the time of such assignment and agrees in writing to the assumption of all obligations hereunder. Thereafter, the terms "Company" and "Party" when used in this

Agreement shall mean the assignee of Company, and the term “Parties” when used in this Agreement shall be deemed to include the assignee of Company, and to exclude the assigning Company. Any proposed assignment in contravention of this Section 13.5.2 shall be void and of no effect.

13.6 No Agency, Partnership, Joint Venture or Other Formal Business Organization

This Agreement is not intended by the Parties to create or constitute an agency, joint venture, partnership, trust, association taxable as a corporation or other formal business organization of any kind. This Agreement is not intended to create any rights or obligations other than those expressly stated herein. The Parties are independent contractors, and the employees of one shall not be deemed to be employees of any other. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of the Parties.

13.7 Limitation of Liability

13.7.1 Company’s and SRI’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.

13.7.2 THE PARTIES 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.

13.8 No Warranties

13.8.1 NO PARTY MAKES ANY WARRANTY OR REPRESENTATION THAT THE USE OF ANY SRI, COMPANY, PARTICIPANT OR QED-C TECHNOLOGY OR OTHER INFORMATION PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT INFRINGE THE RIGHTS OF ANY THIRD PARTY.

13.8.2 Each Party shall make reasonable efforts to verify the accuracy of the information furnished by it under this Agreement. Notwithstanding the foregoing and except as otherwise expressly provided for in this Agreement, NO PARTY MAKES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND

HEREBY EXPRESSLY DISCLAIMS THE SAME, CONCERNING THE QUALITY OF ANY RESULTS TO BE ACHIEVED BY THE USE OF 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.

13.9 Resolution of Disputes

- 13.9.1 Any disagreement, claim, or dispute between the Parties concerning questions of fact or law arising from or in connection with this Agreement, and, whether or not involving an alleged breach of this Agreement, shall be resolved pursuant to this Section 13.9.
- 13.9.2 Whenever disputes, disagreements, or misunderstandings arise, the Parties shall attempt to resolve the issue(s) involved by discussion and mutual agreement as soon as practicable.
- 13.9.3 Failing resolution by mutual agreement, the aggrieved Party shall document the dispute, disagreement, or misunderstanding by notifying the other Party in writing of the relevant facts, identifying unresolved issues, and specifying the clarification or remedy sought. Within five (5) working days after providing notice to the other Party, the aggrieved Party may, in writing, request a joint decision by an authorized Company executive, an appointee of the Steering Committee, and a senior executive, no lower than SRI General Counsel, appointed by SRI. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified that a decision has been requested. The authorized Company executive, Steering Committee appointee, and SRI senior executive shall conduct a review of the matter(s) in dispute and render a decision in writing within thirty (30) calendar days of receipt of such written position. Any such joint decision is final and binding.
- 13.9.4 In the absence of a joint decision, either Party may initiate the process to pursue any right and remedy in a court of competent jurisdiction.

13.10 Entire Agreement

This Agreement, including its Attachments, constitutes and expresses the entire agreement of the Parties with respect to the subject matter hereof, and all prior discussions, proposals, negotiations and representations are merged into and superseded by this Agreement.

13.11 Waivers

The failure of a Party to enforce any right hereunder shall not be deemed a waiver of that right or any continuing or subsequent breach of this Agreement.

13.12 Force Majeure

No Party shall be liable to the other for any alleged loss or damages resulting from failure to perform due to natural disasters, strikes or other reasons beyond such Party's reasonable control.

13.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together but one and the same document.

13.14 Severability

If any provision of this Agreement becomes or is deemed invalid, illegal or unenforceable in any jurisdiction:

- (a) Such provision shall be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the Parties, it shall be stricken;
- (b) The validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby in any other jurisdiction; and
- (c) The remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, SRI and Company have executed this Agreement as of the dates set forth below.

SRI:

SRI International

BY: _____

Printed Name: _____

Title: _____

Date: _____

COMPANY:

BY: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 1. Requirements for Quantum Research Project Agreements and Sub-agreements

The terms in this attachment will be included in any Quantum Research Project agreement or sub-agreement that is funded by SRI pursuant to the OTA.

Approval of Technology Transfers to Foreign Firms or Institutions

“Data” means recorded information regardless of form or method of recording, which includes but is not limited to, technical data, specifications, software, trade secrets, and mask works.

“Developed Technology” means discoveries, innovations, Data, and inventions, whether patentable or not, including but not limited to, computer software, patents, trade secrets, mask works, and copyrights to the extent Developed Technology is developed with funds sourced from U.S. government funding sponsor(s) and provided to a performer of research pursuant to a Quantum Research Project, including Quantum Research Projects funded pursuant to the OTA between NIST and SRI.

“Foreign Firm or Institution” means a firm or institution organized or existing under the laws of a country other than the United States, its territories, or possessions. The term includes, for purposes of this Agreement, (i) any state-owned enterprise or agency or instrumentality of a foreign government and (ii) any firm, institution, business organization, or other entity that is not domiciled in the United States or is more than 50% owned or controlled, directly or indirectly, by a foreign government or by a firm or institution organized or existing under laws of a country other than the United States, its territories, or possessions, or by one or more individuals not a citizen or lawful permanent resident of the United States.

With respect to any Developed Technology developed in whole or in part with funds provided by SRI pursuant to the OTA, any transfer by or for Company or an entity that is more than 50% owned or controlled, directly or indirectly, by Company, of the Developed Technology to a Foreign Firm or Institution shall be made subject to the following:

- (a) Company shall provide written notice to SRI prior to the proposed transfers of Developed Technology to any Foreign Firm or Institution at least seventy (70) calendar days prior to the proposed date of transfer, stating specifically what is to be transferred and the general terms of the transfer. SRI shall provide written notice to NIST.
- (b) If NIST determines that the transfer is likely to have consequences adverse to the purposes of the Act, SRI, Company and NIST shall jointly endeavor to find alternatives to the proposed transfer. No transfer of Developed Technology to any Foreign Firms or Institutions shall occur unless and until NIST determines that the transfer is consistent with the purposes of the Act and so advises SRI and Company in writing.
- (c) In the event a transfer of Developed Technology to a Foreign Firm or Institution which is not approved by NIST takes place:

1. If knowingly transferred by Company, Company shall return to SRI the funds paid to Company to develop the transferred Developed Technology;
 2. The U.S. government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice, or to have practiced on behalf of the United States, the transferred Developed Technology throughout the world for the U.S. government and any and all other purposes, particularly to effectuate the intent of the OTA and upon request of SRI, Company shall provide SRI written confirmation of this license; and
 3. NIST shall have the right to require the Foreign Firm or Institution to which the Developed Technology is transferred to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a firm or institution designated by NIST upon terms that are reasonable under the circumstances. If the Foreign Firm or Institution refuses such request, NIST may grant such a license. Upon request of SRI, Company shall provide SRI written confirmation of such right.
- (d) “Transfer” for purposes of this provision does not include providing a proof-of-concept prototype for demonstration purposes to a Foreign Firm or Institution where no right or license is granted to exploit the Developed Technology in commercial products or services, provided that Company shall provide prior written notice to SRI, subject to any confidentiality restrictions, of any such proof-of-concept prototype demonstration.

These technology restrictions shall be effective so long as SRI is a party to the OTA and for five (5) years after the performance period end date of the OTA. This obligation survives and continues beyond termination of this Agreement.

Attachment 2. Subsidiaries (Wholly Owned)

Subsidiaries to be specified by Company.

Attachment 3: QED-C Fee Schedule (2025–2026)

The fees by Participation Category, 2025–2026, are shown below in US dollars.

	2025	2026*
Tier 1 Corporate		
Startup ¹	1,250	1,300
Small ²	6,800	7,000
Medium ³	21,000	22,000
Large ⁴	42,000	44,000
Tier 2 Corporate		
Startup ¹	1,250	1,300
Small ²	5,500	5,800
Medium ³	16,800	17,700
Large ⁴	34,500	37,400
Affiliate		
Standard ⁵	10,500	11,000
Large ⁴	21,000	22,000
Non-US government entity	10,500	11,000
Academic (Tier 1 or Tier 2)	6,800	7,000
FFRDC	6,800	7,000
Individual	1,250	1,300

Criteria

- Startup:** 1–4 employees
- Small:**
 - 5–49 employees or
 - 50–499 employees and <\$40 million in venture capital (VC) funding raised
- Medium:** 50–499 employees and
 - publicly traded or
 - ≥\$40 million in VC funding raised
- Large:** ≥500 employees
- Standard Affiliate:** 1–499 employees

	Employee^a Count			
Funding	1–4	5–49	50–499	500+
Private / non-venture capital	Startup	Small	Small	Large
Private / Venture Capital (VC) funded				
<\$40 Million USD	Startup	Small	Small	Large
≥\$40 million in VC funding raised	Startup	Small	Medium	Large
Publicly traded	Startup	Small	Medium	Large

*2027 participation fees will be released in 2026. Dues are assessed annually and are subject to change.

a. Employee counts should be based on full-time W-2 (U.S.) or country-equivalent persons

Discounts

- QED-C prorates first-time new member dues on a quarterly basis.
- HBCUs, MSIs, and community (2-year) colleges receive a 50% discount
- Not-for-profit (501(c) or country-equivalent non-profit status) medium or large corporate members receive "small" corporate tier pricing

Notes

Renewing members can pay for 2 years and save. During the renewal period, renewing members may pay for renewal year + following year at the renewal year's rate. (For example, a startup Tier 1 corporate member paid \$2,500 for 2025 and 2026 fees during the 2025 renewal period, Dec 2024–Jan 2025. Their membership is active until Dec 31, 2026.)

Renewing members that "graduate" to a higher fee tier will have dues phased in, i.e., they pay 50% of the difference in the first renewal year. (For example, a small Tier 1 company that in 2024 pays \$6,500 and grows to medium will pay \$13,750 by Jan 2025 and \$22,000 by Jan 2026.) Organizations at the **Startup** level graduating to **Small** will have a year delay before beginning the phased process.

Administrative fee. Annually, QED-C requests that companies provide updated information about their employee count, material changes in ownership or control, and other relevant information including the opportunity to opt in to the 2-year fee lock-in. Adjustments to invoices due to failure by a company to report accurate information during the annual information update will result in a \$250 administrative charge in addition to the renewal fee.

As approved by Steering Committee on June 25, 2024

Attachment 4. Steering Committee

Steering Committee members (as of January 2025):

Joseph Broz, IBM

Scott Davis, Vescent Photonics

Eric Holland, Keysight

Michael Larsen, Northrop Grumman

Joseph Queenan, South Carolina Quantum Association

Corban Tillemann-Dick, Maybell Quantum

Carl Williams, CJW Consulting LLC

Mike Hayduk, AFRL

Andrew Wilson, NIST

Attachment 5. Notice Information

I. Notice to SRI

SRI International

Attn: QED-C Executive Director

Address: 1100 Wilson Blvd, Suite 2800, Arlington VA 22209

Phone: (703) 247-8667

E-mail: admin@quantumconsortium.org

II. Notice to Company

Company:

Attn:

Title:

Address:

Phone:

E-mail: