

[name]

[title- e.g. Head of Research Office]

University of

[address]

[address]

[address]

## Q T HUB Sub-Project Agreement – New Member (Funded via Hub)

[project title] (the “Project”)

Ref. GLGL.XBX1601:QTP10XX

### 1. Background

1.1 The University of Birmingham, having its administrative offices at Edgbaston, Birmingham B15 2TT (hereinafter “Birmingham”, is the lead party to a Grant, incorporated herein and attached under confidential redaction as Annex 1 (the “Grant”), from the Engineering and Physical Sciences Research Council (“EPSRC”) for a project entitled “UK Quantum Technology Hub for Sensors and Metrology ” (the “Hub”).

### 1.2 The other core members of the Hub are

The University Court of the University of Glasgow, a charity registered in Scotland under charity registration number SC004401, having principal offices at University Avenue, Glasgow, G12 8QQ;

The University of Nottingham, whose administrative offices are at University Park, Nottingham, NG7 2RD;

The University of Southampton, whose administrative offices are at University Rd, Southampton SO17 1BJ;

The University of Strathclyde, incorporated by Royal Charter, a charitable body registered in Scotland with registration number SC015263 and having its Principal Office at 16 Richmond Street, Glasgow G1 1XQ;

The University of Sussex, a body incorporated by Royal Charter (No. RC000672) whose administrative offices are at Sussex House, Falmer, Brighton, East Sussex BN1 9RH

(together, the “Core Members”). The Core Members have entered into a collaboration agreement, as amended from time to time, with an effective date of to govern the conduct and management of the Hub (“Hub Agreement”), as set out in Annex 2.

1.3 Birmingham and the Core Members have agreed to award part of the Grant to The University of [enter] , a charitable body registered in [enter] under registration number [enter] and incorporated by [enter], and having its registered address at [enter address] (“the Grant Recipient”) to support [name of PI], School of [enter] to conduct a Sub-Project, attached as

Annex 3 (the “Sub-Project”), subject to the terms and conditions of this Sub-Project Agreement.

## 2. The Sub-Project

2.1 The Grant Recipient will perform the Sub-Project as per the proposal submitted to the Hub and the terms and conditions of the Grant will apply to the Grant Recipient’s conduct of the Sub-Project. The Grant will continue to be administered by Birmingham. The Grant Recipient agrees to be bound by the terms of the Grant and the Hub Agreement incorporated herein and attached as Annex 2 which do not exclusively apply to the Core Members of the Hub, and as further defined and agreed herein. In the event of contradiction and/or any incompatibility arising, the order of precedence will be as follows:

- (a) the Grant; then
- (b) the Hub Agreement; then
- (c) this Sub-Project Agreement.

2.2 The Sub-Project shall commence on [enter] and run for a period of [enter] months (“Term”).

## 3. Intellectual Property

3.1 The Parties acknowledge and agree that in entering into this Agreement they adhere to the principles set out in the document “Quantum Technology Hubs: Principles for Intellectual Assets”, a copy of which is set out as Annex 6. As such, the Parties intend that this Agreement will reflect the key principles set out therein and will not conflict with those principles, except where those principles have been further developed or amended in consultation and /or with the approval of EPSRC.

3.2 Nothing in this Sub-Project Agreement shall affect the absolute and unfettered rights of each party in any intellectual property owned or controlled by that party prior to commencement of, or independently from, the Sub-Project and which that party contributes or uses in the course of performing the Sub-Project (“Background IP”).

3.3 All intellectual property of any description including but not limited to patents, copyrights, design rights (registered or unregistered), trademarks, know-how and database rights generated in the course of the Sub-Project (“Arising IP”) shall belong to the party generating the same.

3.4 In the event that any of the Parties of the Sub-Project are jointly responsible for generating Arising IP (“Joint IP”) such Joint IP shall be jointly owned by such Parties in accordance with the inventive contribution made by each Party to such Joint IP. In the absence of any agreement between joint owners, ownership shall be equally shared

3.5 In the event that a party of the Sub-Project wishes to exploit commercially Arising IP owned by another party of the Sub-Project, the owner of the Arising IP may grant, at its sole discretion, to such Party a non-exclusive licence to use such Arising IP for that purpose. Such licence shall be subject to the agreement of appropriate terms in relation thereto, including a royalty and/or other appropriate form of remuneration which is fair and reasonable taking into consideration the respective financial and technical contributions of the Parties

concerned to the development of the Arising IP, the expenses incurred in securing intellectual property protection thereof and the costs of its commercial exploitation, and any use of Background IP.

3.6 The Parties to the Sub-Project shall agree that each Party thereto shall undertake and continue at its expense, or jointly with a third party(ies) under the Sub-Project, the timely prosecution and maintenance of all Arising IP. In the event that a Party to the Sub-Project is unable or unwilling to comply with its obligation under this Clause within a period of 6 months of generation of same , the Hub Management Board shall consider how best to deal with such Arising IP and shall have the option to require an assignment of such Arising IP to another Core Member of the Hub to enable prosecution and maintenance of such Arising IP. In the event that such a Member wishes to exploit commercially any Arising IP assigned pursuant to this clause 3.6, that party shall pay to the assigning Party a royalty and /or other appropriate form of remuneration which is fair and reasonable.

3.7 Each party to the Sub-Project hereby grants to the other Party(ies) and the Core Members (which in the case of a new member, extends to each of the Core Members of the Hub and any other new members which join the Hub before or after the date of this Sub-Project Agreement) a royalty free, non-exclusive licence to use its Arising IP(whether solely or jointly owned (i) for the purposes of the Hub; (ii) to comply with the reporting requirements of EPSRC, and any other terms and conditions of the Grant; and (iii) for academic teaching and research purposes.

For the avoidance of doubt and pursuant to clause 4.4, academic teaching and research purposes include research projects involving third parties providing that such third parties do not thereby obtain any licence to said Arising IP without the prior written permission, not unreasonably withheld, of the Party owning said Arising IP.

3.8 Each Party to the Sub-Project will, upon request, reasonably consider whether to grant, subject to any third party rights, access and use of its Background IP as may be necessary to enable the use of that Party's Arising IP (whether solely or jointly owned) for the purpose set out in Clause 3.5 on fair and reasonable terms to be agreed between the relevant Party or Parties and the Party to which the licence is granted.

3.9 The Grant Recipient and any other Party to the Sub-Project grants to Birmingham, subject to any third party rights, a royalty free non-exclusive licence to access and use, and to facilitate and allow (via the granting of sub-licences to each of the other Core Members) access and use of such Party's Background IP as may be necessary to enable the use of such Party's Arising IP (including Arising IP which a Party jointly owns with another party for the purposes set out in Clause 3.6) for the purpose of undertaking research projects at the relevant quantum technology hub but for no other purpose.

3.10 The Grant Recipient and any other Party to the Sub-Project acknowledge and agree that the Core Members are expected, pursuant to the terms of the Hub Agreement, to enable and provide a royalty free, non-exclusive licence to use the Arising IP to each of the higher education institutions which are (from time to time) parties to (1) the Hub Agreement, for academic research and teaching purposes; and (2) collaboration agreements under which quantum technology hubs equivalent to the Hub are established with support from EPSRC,

for the purpose of undertaking research projects at the relevant quantum technology hub but for no other purpose.

- 3.11 The Grant Recipient and any other Party to the Sub-Project grants to Birmingham the right to grant to the lead University at any other quantum technology hub, a non-exclusive, royalty free licence (with the right to sub-licence only to contracted academic members of such quantum technology hubs), to access and use its owned Arising IP for the purpose of undertaking research projects at the relevant quantum technology hub but for no other purpose.

#### 4. Confidentiality

- 4.1 The Parties agree to use all reasonable endeavours to ensure that any Confidential Information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") shall be treated with the same care and discretion as the Receiving Party uses with its own similar information which it does not wish to disclose.

- 4.2 The Receiving Party shall not during the Term and for five (5) years after the end of the Hub, disclose to any third party (except to the Core Members or other new members, provided such third parties are bound by obligations of confidence no less onerous than those set out in this Sub-Project Agreement), or use such Confidential Information for any purpose other than the carrying out of its obligations under this Sub-Project Agreement or other than in accordance with the terms of this Sub-Project Agreement.

- 4.3 The obligations in this clause 4 shall not apply to Confidential Information:

- (a) which at the time of disclosure, has already been published or is otherwise in the public domain other than through breach of the terms of this Sub-Project Agreement;
- (b) which is subsequently published or comes into the public domain by means other than an action or omission of a Party;
- (c) which a Party can demonstrate was known to it or independently developed by it and not acquired as a result of involvement in the Hub, nor using, derived from, referring to or in any way relating to the other party's Confidential Information;
- (d) lawfully acquired from third parties who had a right to disclose it with no obligations of confidentiality to the Disclosing Party;
- (e) is required to be disclosed by applicable law or court order or by a party's regulatory body which is empowered by statute or statutory instrument, but only to the extent of such disclosure and the Receiving Party shall notify the Disclosing Party of any such request;
- (f) if the Receiving Party has followed the publication procedure in clause 5 and has received no confidentiality notice within the period stated in that clause; or
- (g) is approved for release by an authorised representative of the Disclosing Party.

4.4 For the purposes of this clause and this Sub-Project Agreement, “Confidential Information” shall mean all information of a commercially sensitive nature including (but not limited to) any:

- (a) Background IP, disclosed by a party to the other for use in the Sub-Project;
- (b) Arising IP which a party owns;
- (c) information relating to business activities of a Party that is not in the public domain; and
- (d) information identified as confidential and received from a Core Member, or another new member, in relation to the Hub.

## 5. Publication

5.1 Each Party will submit material intended for publication to the other Party in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in the other Party’s opinion such delay is necessary in order for that other Party to seek patent or similar protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect its Confidential Information. A delay imposed on submission for publication as a result of a requirement made by the other Party shall not last longer than is absolutely necessary to seek the required protection; and shall not exceed three (3) months. Notification of the requirement for delay in submission for publication must be received by the publishing Party within thirty (30) days after the receipt of the material by the other Party, failing which the publishing Party shall be free to assume that the other Party has no objection to the proposed publication.

## 6. Governance

6.1 This Sub-Project will be subject to the Governance structures of the Hub, specifically the Management Board, as advised by the Application and Technology Exploitation Panel and the External Advisory Board. For the purposes of this Sub-Project Agreement, the “Management Board” means the management board of the Hub including the principal investigator of Birmingham and representatives of the Core Members.

## 7. Reporting

7.1 In accordance with Annex 5, the Grant Recipient shall provide reports to Birmingham for Birmingham to fulfil its obligations to EPSRC, monitor the sub-project, approve invoices, and in accordance with the terms and conditions of the Grant. For the avoidance of doubt, such reports shall be made available to EPSRC, all Core Members and any other new members which join before or after the date of this Sub-Project Agreement.

7.2 Birmingham will forward to the Grant Recipient the total sum of up to £ [enter], inclusive of VAT if applicable, towards the cost of its contribution to the Project, subject always to receipt by Birmingham of the funds from EPSRC. The parties understand that that this research is exempt from VAT as stipulated by Her Majesty’s Revenue and Customs. The sole financial obligation of Birmingham to the Grant Recipient under this Agreement shall be to forward

the payments allocated to the Grant Recipient which shall be undertaken in accordance with Annex 4. The Grant Recipient will invoice Birmingham in accordance with Annex 4 and Birmingham shall pay invoices within thirty (30) days of receipt. The final invoice will be sent by the Grant Recipient to Birmingham within two (2) months of the end of the Project to allow preparation of the final cost statement by Birmingham.

The statements should be sent to:

Dr. J. Smart  
Physics and Astronomy  
The University of Birmingham

**quoting reference** [GLGL.XBX1601:QTP10XX]

## 8. Liability

- 8.1 Each Party will act in good faith when complying with its respective obligations under this Sub-Project Agreement.
- 8.2 Neither Party makes any representation or warranty that advice or information given by any of its employees, students, agents or appointees who work on the Project, or the content or use of any materials, works or information provided in connection with the Project, will not constitute or result in infringement of third party rights. Neither Party accepts any responsibility for any use which may be made of any materials, works or information provided in connection with the Project, nor for any reliance which may be placed on such materials, works or information.
- 8.3 The liability of each Party for any breach of this Sub-Project Agreement, or arising in any other way out of the subject matter of this Sub-Project Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.
- 8.4 In any event, the maximum liability of each Party under or otherwise in connection with this Sub-Project Agreement or its subject matter shall not exceed the value of the funding received by the Grant Recipient to a maximum of £[enter]. For the avoidance of doubt, the maximum liability under this clause 8.4 extends to protect each of the Core Members of the Hub.
- 8.5 Nothing in this Sub-Project Agreement limits or excludes a party's liability for:
- (a) death or personal injury;
  - (b) any fraud or for any sort of liability that, by law, cannot be limited or excluded;
  - (c) any loss or damage caused by deliberate breach of this Sub-Project Agreement or a breach of clause 4.

## 9. Termination

- 9.1 In the event that a Party shall commit any breach of or default in any terms or conditions of this Sub-Project Agreement, the other Party may decide to serve written notice of such breach or default on the defaulting Party. In the event that the defaulting Party fails to

remedy such default or breach within sixty (60) days after receipt of such written notice the other Party may, at its option and in addition to any other remedies which it may have at law or equity, terminate this Sub-Project Agreement by sending notice of termination in writing to the other Party to such effect.

9.2 In the event that EPSRC terminates the Grant to Birmingham, this Sub-Project Agreement shall terminate accordingly by Birmingham sending the Grant Recipient a notice of termination in writing. Birmingham shall pay the Grant Recipient a sum to cover any expenditure incurred and non-cancellable commitments entered into in undertaking the Project up to the date of such termination, subject always to receipt by Birmingham of the funds from EPSRC.

9.3 Where EPSRC requires the reimbursement by Birmingham of any sums paid to the Grant Recipient under this Sub-Project Agreement, then to the extent that such requirement arises from the acts or omissions of the Grant Recipient, the Grant Recipient hereby agrees to reimburse to Birmingham the sum received by the Grant Recipient, together with any interest charged thereon.

## 10. General

10.1 Nothing in this Sub-Project Agreement shall create, imply or evidence any partnership or joint venture between the parties or the relationship between them of principal and agent.

10.2 Except as otherwise expressly provided for in this Sub-Project Agreement, the Parties confirm that nothing in this Sub-Project Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Sub-Project Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

10.3 This Sub-Project Agreement and its Annexes (which are incorporated into and made a part of this Sub-Project Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by either Party have been relied upon by the other in entering into this Sub-Project Agreement. Any variation shall be in writing and signed by authorised signatories for each Party.

10.4 This Sub-Project Agreement may be executed in any number of counterparts, each of which when executed (and delivered) will constitute an original of this Sub-Project Agreement, but all counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.

10.5 This Sub-Project Agreement shall be governed by and construed in accordance with the English law and each Party agrees to submit to the exclusive jurisdiction of the English courts as regards to any claim or matter arising under this Sub-Project Agreement.

10.6 The Parties shall be entitled to cancel this Agreement immediately upon written notice if the other Party or its employees or agents are found to have made, offered, accepted or taken or agreed to make or take any gift, bribe, hospitality or consideration of any kind from any person or body as an inducement or reward for showing or forbearing to show favour or disfavour to any person or for doing or forbearing to do any action in relation to or for the purposes of offering or obtaining an advantage in relation to performance of this Sub-Project Agreement or where such action is in contravention of the Bribery Act 2010. The Parties

warrant that they have adequate and robust policies and procedures in place in accordance with guidance issued under the Bribery Act 2010.

10.7 The Parties shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery, including but not limited to the Modern Slavery Act 2015.

10.8 Any agreements made by the Grant Recipient relating to the delivery of this Sub-Project must bind mutatis mutandis the parties thereto to the terms of this Agreement.

**EXECUTED** by the parties

**SIGNED BY:** .....

For and on behalf of **BIRMINGHAM**

Name: .....

Position: .....

Date: .....

**SIGNED BY:** .....

For and on behalf of [enter]

Name: .....

Position: .....

Date: .....

**SIGNED BY:** .....

For and on behalf of [enter]

Name: .....

Position: .....

Date: .....

## **ANNEX 1**

### **THE GRANT**

The EPSRC award letter is incorporated into and made part of this Sub-Project Agreement according to clause 1.1.

Subject to Clause 1.1, Birmingham shall provide it to the Grant Recipient upon request.

## **ANNEX 2**

### **HUB AGREEMENT**

The Hub Agreement is incorporated into and made part of this Sub-Project Agreement according to clause 2.

Birmingham shall provide it to the Grant Recipient upon request.

**ANNEX 3**

**THE SUB-PROJECT**

Please, see attached document [project document].

## ANNEX 4

### BREAKDOWN OF COSTS

EPSRC Grant Ref: EP/M013294/1

Birmingham Ref: GLGL.XBX1601:QTP10XX

Birmingham's representative for the receipt of invoices is: Dr Jo Smart, Physics and Astronomy, University of Birmingham, Edgbaston, Birmingham B15 2TT

Invoices must quote Birmingham Ref: and state the milestone to which the invoice relates.

#### Timescales and Milestones Payments

| Milestone    | Description                                | Completion Date | Proposed Costs (100% fEC) £ | To be invoiced to Birmingham at 80% fEC or less, and inclusive of VAT, if applicable (£) |
|--------------|--|-----------------|-----------------------------|--|
| 1            | Completion of [Milestone 1] (University X) | XX/XX/XX        | £XXXX.XX                    | £XXXX.XX   |
| 2            | Completion of [Milestone 1] (University Y) | XX/XX/XX        | £XXXX.XX                    | £XXXX.XX   |
| 3            | Completion of [Milestone 2] (University X) | XX/XX/XX        | £XXXX.XX                    | £XXXX.XX   |
| 4            | Completion of [Milestone 2] (University Y) | XX/XX/XX        | £XXXX.XX                    | £XXXX.XX   |
| <b>Total</b> |  | XX/XX/XX        | £XXXX.XX                    | £XXXX.XX   |

- On completion of each milestone, Birmingham shall pay invoice within thirty (30) days of receipt.
- Invoices are to be inclusive of VAT, if applicable.
- The final invoice will be sent to Birmingham within two (2) months of the end of the Project to allow preparation of the final cost statement by Birmingham.

## ANNEX 5

### Reporting

Birmingham's representatives for the receipt of formal reports are: [enter WP leader name, address] and Dr Jo Smart, Physics and Astronomy, University of Birmingham, Edgbaston, Birmingham B15 2TT

Reports must be sent to both representatives and state the date, level of completion (fully/partly) and milestone(s) to which the report relates.

Informal progress update information is to be supplied on request.

#### Timescales and Milestones Reporting

| Milestone | Description                                | Completion Date | Report Format            |
|-----------|--|-----------------|--------------------------|
| 1         | Progress on [Milestone 1 & 2]              | XX/XX/XX        | Periodic progress report |
| 2         | Completion of [Milestone 1] (University X) | XX/XX/XX        | Completion report        |
| 3         | Completion of [Milestone 1] (University Y) | XX/XX/XX        | Completion report        |
| 4         | Progress on [Milestone 2]                  | XX/XX/XX        | Periodic progress report |
| 5         | Completion of [Milestone 2] (University X) | XX/XX/XX        | Completion report        |
| 6         | Completion of [Milestone 2] (University Y) | XX/XX/XX        | Completion report        |