



(entity logo)

# Open Quantum Institute Framework Agreement

between

**The European Organization for Nuclear Research (CERN)**

and

**[ENTITY]**

<b>CERN K-Number</b>	
<b>Agreement Start Date</b>	

THE EUROPEAN ORGANIZATION FOR NUCLEAR RESEARCH (“CERN”), an Intergovernmental Organization having its seat in Geneva, Switzerland, duly represented by Enrica Maria Porcari, Head of Information Technology Department,

and

[ENTITY], [SEAT, LOCATION], duly represented by [LEGAL REPRESENTATIVE]

Hereinafter each a “Party” and collectively the “Parties”,

#### **CONSIDERING THAT:**

CERN, an intergovernmental organisation, is a leading global laboratory in particle physics, providing for collaboration of a pure scientific and fundamental character, with participation by scientific institutes from all over the world and with technical expertise in the domain of distributed and quantum computing applications;

#### **[ENTITY DESCRIPTION]:**

The Open Quantum Institute (OQI) is hosted at CERN for its pilot phase (2024-2026). OQI is a multilateral governance initiative that promotes global and inclusive access to quantum computing and the development of applications for the benefit of humanity. As a novel science diplomacy instrument, it brings together research, diplomacy, private sector and philanthropy stakeholders.

The OQI has the following objectives (henceforth referred to as “4A’s”):

- **A1: Accelerating the exploration of use cases** of quantum computing geared towards the achievement of the UN’s Sustainable Development Goals (SDGs) and other beneficial applications for humanity, linking industry and academic researchers and developers to SDGs experts and UN organizations;
- **A2: Widening the circle of beneficiaries and users** of quantum technologies by providing global, inclusive and equitable access to a pool of public and private computers and simulators available via the cloud;
- **A3: Levelling the playing field by developing the capacity building instruments** for all bright minds across the world to contribute to the development of the technology, notably those in currently underserved geographies;
- **A4: Providing a neutral forum for diplomatic discussions** to frame the future quantum computing multilateral governance enabling the technology to be leveraged for the SDGs.

Individual projects to be supported by OQI during its pilot phase hosted at CERN will be defined in a separate Project Agreement, which will be subject to the general principles of collaboration as set out in this Framework Agreement (the “Agreement”);

#### **THE PARTIES AGREE AS FOLLOWS:**

### **Article 1 Purpose and scope**

The purpose of this Agreement is to establish the framework for, and principles applicable to, all collaborations between the Parties in OQI.

## **Article 2 Definitions**

In this Agreement, the following definitions shall apply:

**“Affiliate”** shall mean any legal entity which is controlled by, has control over, or is under common control of the Entity, whereby “control” means (i) the direct or indirect holding of more than fifty percent (50%) of the nominal value of the issued share capital in the legal entity, or of a majority of the voting rights of its shareholders or associates, or (ii) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity;

**“Background”** shall mean all Intellectual Property (regardless of the form or medium in which it is disclosed or stored) owned or controlled by a Party at the commencement of a Project, and any Intellectual Property developed independently of that Project (whether before or after the date of this Agreement), provided by a Party for use in that Project;

**“Confidential Information”** shall have the meaning specified in Article 7;

**“Intellectual Property”** shall mean all intellectual property, including “Know-How”, in forms such as drawings, designs, documents, inventions, software programmes, technology, reports, processes and protocols, and protected by means such as secrecy, patents, copyrights and trademarks;

**“Know-How”** shall mean unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain;

**“Member”** shall mean a public or private entity, and, exceptionally, an individual, participating in OQI in accordance with the OQI Framework Agreement that it has signed with CERN;

**“OQI Coordination Team”** shall mean the OQI Coordinator plus the four activity leaders (of each of the 4A’s listed above);

**“Partner”** shall mean a Member with the necessary sustained high level of participation in OQI for more than a year, as specified in Annex 1 to this Agreement;

**“Project”** shall mean a collaboration between two or more Members or Partners as set out in a dedicated OQI Project agreement;

**“Results”** shall mean all information and Intellectual Property created in the execution of the Project.

## **Article 3 Project(s), Costs, Contributions and Benefits**

3.1 Collaboration in OQI shall be established in specific Projects which may be established on a bilateral or multilateral basis between the Parties and/or other Members or Partners as required. Projects shall be established in specific agreements which shall include a project description, the contributions to be made by the Parties, key milestones and deliverables.

Except as otherwise specified in such agreements, each Project shall be subject to the provisions of this Agreement.

3.2 In multilateral Projects the provisions of this Agreement shall apply *mutatis mutandis* as between the Members and Partners in such Projects.

3.3 [ENTITY] shall, in accordance with Annex 1:

- a) commit substantial resources, to ensure the overall realization of OQI's mission; and
- b) become part of OQI's core team and an Ambassador for OQI's mission and values
- c) co-create and co-shape OQI's core unique value propositions (UVPs) transversally.

For these contributions, [ENTITY] shall receive the status benefits of Partner as set out in Annex 1.

3.4 Except as the Parties may otherwise agree in writing, each Party shall bear the cost of its participation in the Projects that it chooses to collaborate in.

3.5 All Projects are fully independent of the procurement process of CERN for IT equipment and services.

#### **Article 4 Implementation of a Project**

4.1 Each Project shall comprise the contributions, development, test efforts and activities as set forth in the annex to that Project's specific agreement.

4.2 Each Project shall be carried out in close collaboration in a joint effort to keep costs and expenditures to the minimum necessary.

4.3 The Parties shall:

- a) each appoint an expert who shall act as that Party's point of contact for the duration of the Project;
- b) schedule regular meetings to review the status of the Project; and
- c) keep each other informed on the Project's progress.

4.4 In the event that a Party realises that it cannot efficiently perform its tasks according to the time schedules, development plans or budgets set forth for a Project, it shall immediately inform the other Party/ies. The Parties shall then review the situation and mutually agree on changes with respect to the further direction and performance of that Project.

#### **Article 5 Intellectual Property**

5.1 The disclosure of Background as between the Parties, whether it can be protected or not, does not create any proprietary right for the receiving Party. It shall be owned by, and shall remain the property of, the disclosing Party. Save as expressly granted in this Article, no licence to use any Background is granted or implied by this Agreement.

5.2 Furthermore, the disclosing Party provides no warranty in respect of its Background, Results or other information made available by it under this Agreement, including regarding infringement of patent or other rights of others. Such Background, Results or other information is provided "as is" and is used at the sole risk and responsibility of the receiving Party.

- 5.3 All Results shall be owned by, and shall remain the property of, the Party that created or otherwise developed such Results. Results shall be treated as Confidential Information pending a decision as to their protection by the owning Party.
- 5.4 Where the Parties have jointly carried out work generating Results they shall have joint ownership of such Results, and the allocation and terms of exercising the joint ownership shall be established in a separate agreement between them.
- 5.5 Subject always to pre-existing obligations concerning the same, for the duration of this Agreement each Party grants the other, as well as any other Partners or Members participating in the same Project, a non-exclusive, royalty-free licence to use its Background for the execution of the Project, but for no other purpose. Each Party receiving such a licence may sub-license such Background to third parties exclusively insofar as necessary for the execution of the Project, having first informed the disclosing Party in writing of the same.
- 5.6 Each Party hereby grants the other Party a non-exclusive, royalty free, and perpetual license to use its Results (including jointly-owned Results) for the execution of a Project.
- 5.7 Subject to pre-existing obligations, each Party shall grant the other a non-exclusive, royalty free, and perpetual licence to use its Background to the extent necessary to make use of the Results for the purposes defined in paragraph 6 above.
- 5.8 Background and Results shall be used in accordance with good industry practice and professional standards. Any use of a Party's Background and Results shall be subject to prior obligations of that Party in relation to such Background and Results and to any limitations imposed by sub-contractors/manufacturers of items used in implementing the Background or Results. Each Party shall inform in writing the other Party as soon as reasonably possible of any such prior obligations in relation to its Background and Results. Any use of CERN Background or Results shall be for non-military purposes only.

## **Article 6 Publications**

- 6.1 In application of CERN's ambitions with regard to open science, all Results from the Parties' Project(s) shall, insofar as possible, be published as open access research publications, data and software in accordance with [CERN's Open Science Policy](#).
- 6.2 Insofar as the Parties do not jointly publish the Results of a Project, publications by one Party involving Results developed by another Party shall be subject to the latter's prior written approval, which shall not be withheld unreasonably.
- 6.3 Publications shall acknowledge all Parties involved, according to the level of their contribution to the Project.
- 6.4 All Parties shall have the right to include "Open Quantum Institute" as their affiliation, solely for the publication of the Results from the Project(s) occurring within OQI.
- 6.5 Publications shall acknowledge the support of OQI in the acknowledgment section by the following by-line: "This project was supported by the Open Quantum Institute, an initiative hosted by CERN."

## **Article 7 Confidentiality**

- 7.1 The Parties agree to execute this Agreement in a spirit of openness. However, where, exceptionally, confidentiality is required, the Parties shall treat any information communicated by the other Party in connection with a Project or under this Agreement - and which has been marked as confidential or, if disclosed orally, has been identified as confidential within thirty (30) calendar days therefrom - as “Confidential Information”. For the purpose of this Article, [ENTITY] shall also include all its Affiliates.
- 7.2 No confidentiality obligation shall apply to information which:
- a) the receiving Party demonstrates was in the public domain prior to its communication by the disclosing Party;
  - b) became part of the public domain after such communication but not through any fault of the receiving Party;
  - c) was already in the possession of the receiving Party at the time of signature of this Agreement;
  - d) has been lawfully received by the receiving Party from a third party without any confidentiality obligation;
  - e) is approved for release or use by prior written authorisation of the disclosing Party; or
  - f) has been developed by the receiving Party independently and outside the scope of this Agreement.
- 7.3 Each Party shall keep confidential and shall not, without prior permission in writing from the disclosing Party, disclose Confidential Information to any third party, or use it for any purpose other than the execution of a Project.
- 7.4 Each Party shall limit the circle of recipients of Confidential Information on a need-to-know basis and shall ensure that the recipients are aware and comply with the obligations as defined in this Article.
- 7.5 Except as agreed otherwise in writing, each Party shall continue to comply with its obligations as defined in this Article for a period of five (5) years from the date of disclosure. Each Party shall be responsible for the compliance by its personnel with the confidentiality obligations herein.
- 7.6 Notwithstanding the foregoing, each Party is entitled to disclose Confidential Information that it is required to disclose by law. It shall promptly notify the disclosing Party of such disclosure to give such Party the opportunity to request a protective order, and shall ensure that those requiring the disclosure are aware of the obligations defined in this Agreement.

## **Article 8 Personnel**

- 8.1 [ENTITY] personnel, taking part in a Project or visiting the CERN site in the framework of a Project shall be granted such status and access to CERN’s infrastructure as CERN deems appropriate. They shall not be employed by CERN but shall, at all times during their stay at CERN, remain employed by [ENTITY] which shall bear exclusive responsibility for the payment of their salaries.
- 8.2 As employer, it is the responsibility of [ENTITY] to ensure that, at all times during their visit to CERN, its personnel and their accompanying family shall have health insurance covering the financial consequences of illness and accident at levels adequate in CERN’s Host States Switzerland and France. [ENTITY] shall be liable to CERN for any cost or expense incurred by CERN resulting from the situation where any aspect of insurance coverage is not in place.

8.3 During their visit to CERN, [ENTITY] personnel shall be subject to the rules applicable on the CERN site, including the CERN Code of Conduct, the Computing Rules and CERN's Site Access Rules. Access to the CERN site remains at the discretion of the Director-General.

## **Article 9 Communication**

- 9.1 Except as otherwise provided herein, if a Party wishes to issue any publication, report, video testimony, press release, public announcement or any other type of communication (other than internal communication) in relation to a Project, it shall seek the prior written approval of the other Party.
- 9.2 Unless otherwise provided, each Parties' use by the other Party of the name, acronym and/or logo shall be subject to the prior written approval of that Party.
- 9.3 Unless otherwise provided, the use by [ENTITY] of the name, acronym and/or logo of OQI shall be subject to the prior written approval of the OQI Coordination Team.
- 9.4 [ENTITY] shall have the right to identify itself as a "Partner of the OQI".
- 9.5 Subject to the conditions set out below, [ENTITY] shall be entitled to use the OQI logo (set out in Annex 1) and make reference for its own purposes to the activities of OQI. These entitlements shall apply for the duration of [ENTITY]'s association with the OQI, and thereafter for a reasonable transition period (that will not exceed one (1) year). References to the activities of the OQI shall always be made either through the acronym OQI or the entire phrase "Open Quantum Institute".
- 9.6 References to the activities of OQI by [ENTITY] shall not state, suggest or imply any endorsement by CERN of [ENTITY], or of [ENTITY] activities, products, services or of its performance under any contract with CERN.
- 9.7 [ENTITY] will be asked to provide CERN with details on the way it should be referenced in the context of the OQI. These details shall include [ENTITY]'s official name, possibly an abbreviation thereof or a short name, its official logo and physical location as well as its Web location.
- 9.8 CERN shall have the right to make references to the engagement with the OQI by referring to OQI Members and Partners individually or by referring to the complete set of OQI Members and Partners, and to reference for its own purposes the activities of the OQI. Such references shall be in accordance with the details provided under the preceding paragraph. For the purpose of OQI, CERN shall be entitled to use the logos of all the OQI Members and Partners, individually or as a group, solely in conjunction with the OQI logo.

## **Article 10 Liability**

- 10.1 Each Party executes its contributions to a Project and provides the technology, Background, training, resources, services and/or infrastructure to the other Party on an "as-is" basis, without any warranty, express or implied, of any kind, including as to timely performance, results, fitness for purpose, and the non-infringement of third party rights in the use of the technology, Background or Results by the other Party or any third party.
- 10.2 Neither Party shall have any liability to the other Party except as explicitly stated in this Agreement. In no event shall either Party be liable to the other for any direct, indirect,



speculative, special or consequential loss or damage, such as loss of profits or business or loss of reputation, opportunities or customers in connection with performance under this Agreement.

- 10.3 Each Party shall hold the other Party free and harmless from any liability arising from possession or use (including manufacture) by third parties of products incorporating Background or Results that it directly or indirectly provides to such third parties.

### **Article 11**

#### **Assignment – Subcontracting**

No Party shall assign or subcontract part or all its obligations under this Agreement to any third party without the prior written approval of the other Party. Consent may be rejected only for good reason.

### **Article 12**

#### **Governing law and Dispute Resolution**

- 12.1 In light of CERN's status as an intergovernmental organisation which is independent of national and local law, the terms of this Agreement shall be interpreted in accordance with their true meaning and effect. Provided that, if and insofar as this Agreement is silent on a matter, or any of its terms are ambiguous or unclear, then, without prejudice to CERN's status, reference shall be made to Swiss substantive law for the resolution of such specific issue.
- 12.2 In the first instance, the Parties shall endeavour to settle any difference concerning this Agreement amicably. Failing that, any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with this paragraph. The number of arbitrators shall be three (3) and the seat of arbitration shall be Geneva. The arbitral proceedings shall be conducted in English. Notwithstanding reference of the dispute to arbitration, the Parties shall continue to perform their obligations under this Agreement and any ongoing Project agreement.
- 12.3 Nothing in this Agreement shall constitute, or be interpreted as constituting, a waiver of the privileges and immunities afforded to CERN by its Member and Associate Member States in view of its status under international law. Dispute resolution between the Parties (including interim orders) by way of arbitral proceedings as foreseen in paragraph 2., above, is not precluded by the operation of such privileges and immunities. CERN commits to arbitrate all disputes in good faith as a responsible intergovernmental organisation.

### **Article 13**

#### **Entry into force, duration and termination**

- 13.1 This Agreement shall enter into force on the date of signature by the last Party to sign and it shall remain in force for so long as OQI is hosted at CERN and, where necessary, beyond insofar as required to allow fulfilment of all obligations of Projects signed prior to its expiration, but ending thereafter.
- 13.2 The Agreement may be terminated as follows:
- a) Termination by joint agreement of the Parties;
  - b) Termination by one Party giving at least three (3) months prior written notification sent by registered post to the other Party;



- c) Termination in case of *force majeure*;
- d) Termination by a Party in the event of a breach by the other Party; in this event termination shall only occur after the defaulting Party has been notified in writing of the breach and has had a reasonable opportunity to remedy it.

13.3 Except as otherwise agreed by the Parties, termination shall be without prejudice to the completion of outstanding Projects as set out in the specific agreements for those Projects.

13.4 Articles 3, 5, 6, 7, 8, 9, 10, 12 and 13 of this Agreement shall survive its termination, howsoever caused, or expiration – as applicable.

Signed on .....

The European Organization for Nuclear Research (CERN)

.....  
(Signature)

.....  
(Full Name)

.....  
(Email address)

Signed on .....

[ENTITY FULL NAME] (ENTITY)

.....  
(Signature)

.....  
(Full Name)

.....  
(Email address)

# Annex 1: Contribution to OQI and benefits

## Article 1 Participation

- 1.1 The status of “Member of OQI” and “Partner of OQI” are statuses offered by CERN to entities participating in OQI and fulfilling the requirements of those statuses and committing to the OQI values. The status of “Friend of the OQI” is offered to engaged community members who commit to OQI’s values set out in the [OQI Charter](#).
- 1.2 Participation is offered to entities with a standard of excellence recognised by the scientific and/or diplomatic community in fields related to quantum computing; such as quantum computing providers, education providers, leading expert organizations from private or public sector, institutions represented in the OQI Advisory Committee, nongovernmental organisations, intergovernmental organisations, countries, or organisations with leading expertise in quantum computing, application domains, specific use case areas, SDGs, impact, diplomacy, governance and other related fields from the public, private and philanthropic sector, and who have committed to participate in a Project and to abide by OQI’s values. Requests from any other interested entity for membership during the period where OQI is hosted at CERN shall be considered by CERN on a case-by-case basis.
- 1.3 OQI “Partners” have either served as OQI’s spearheading partners during its incubation phase, or have committed consistently/assiduously to OQI’s work as detailed in their partnership agreement for at least a year, or commit to co-shape OQI’s unique value propositions during the pilot implementation phase.
- 1.4 OQI “Members” have appointed at least one expert from their institution to join and actively collaborate within OQI’s specific working groups on at least one of the “4As”, and commit to be consulted for the duration of the pilot.
- 1.5 “Friendship” of OQI is offered to individuals who are committed to open science, inclusivity and all values as set out in OQI’s charter and associate themselves with the OQI; such as experts from the private or public sector, countries or citizens. Friends of OQI represent the OQI to their communities and abide by OQI’s values.
- 1.6 All decisions concerning the admission of Partners to OQI shall rest solely with CERN, based on recommendations of the Advisory Committee proposed by the OQI Coordination Team, and shall be final. All other decisions concerning the admission and engagement level of Members and Friends shall rest solely with the OQI Coordination Team and shall be equally final.

## Article 2 Partners of the OQI

- 2.1 Partners of the OQI shall be required to provide substantial resources that respond to the needs of OQI across all “4As”, by co-creating and shaping OQI’s core unique value propositions (UVPs) transversally, such as:
  - a. free credits for the implementations of pre-agreed number of use cases on Quantum Processing Unit (QPU) and/or simulator/emulator available on the cloud as well as technical support;
  - b. free access to quantum computing development tools (e.g. benchmarking tools)
  - c. mentorship/ consultation for pre-agreed number of use-cases;
  - d. co-development and strategic guidance on new OQI programs (e.g. the OQI Educational Consortium) or new tools;
  - e. on the framework for responsible quantum computing.

2.2 In addition, Partners shall disseminate insights in expert community and be ambassadors of the OQI externally (following the OQI communication guidelines)

### **Article 3**

#### **Members of the OQI**

3.1 Members committed to accelerating applications for humanity (A1) shall:

- a. provide continuous resources/expertise to OQI's first A, by participating in use case teams and co-developing use-cases (all phases). Their collaboration includes to:
  - i. submit SDG challenges, and/or provide domain expertise when consulted on specific topics, and/or provide relevant data to support the curation of the use case repository;
  - ii. provide access to network; and
- b. provide financial support to use case development, depending on membership agreement, (possibility to be earmarked to specific project(s)).

3.2 Members committed to contributing access for all (A2) shall:

- a. provide continuous resources/expertise to OQI's second A, contributing financial support and time for expert consultations (possibility to be earmarked to specific project(s)); and
- b. Provide access to their network.

3.3 Members committed to advancing capacity building (A3) shall:

- a. provide continuous resources/expertise to OQI's third A, by serving as members of the Education Consortium and advancing the consortium's activities, such as:
  - i. contributing educational resources to OQI's publicly available educational repository (OQI website);
  - ii. providing references to educational resources;
  - iii. contributing to vetting processes of educational resources;
- b. Provide access to their network; and
- c. Provide financial support and/or time for expert consultation (e.g. expertise in curating hackathons, Quantum Diplomacy Game).

3.4 Members committed to activating multilateral governance for the SDGs (A4) shall:

- a. provide continuous resources/expertise to OQI's fourth "A";
- b. participate in diplomatic meetings, provide intelligence and feedback and/or provide expertise when consulted on specific topics (e.g. expert guests to the Diplomacy Engagement Expert Group (DEEG) meetings);
- c. provide access to their network.

### **Article 4**

#### **Friends of the OQI**

4.1 Friends participate in public events of OQI and join, by invitation, private consultations.

4.2 Friends:

- a. could be involved for *ad-hoc* consultations upon invitation;
- b. participate in OQI's general engagement;
- c. share insights based on updates shared with them if they agreed to be listed in OQI's internal database of friends (e.g. on key milestones, events, ...) and to receive updates (key milestones, events, ...).

## **Article 5**

### **Status benefits**

5.1 A party's level of participation and visibility in OQI events, public communications and media activities shall be proportional to their membership status.

5.2 Partners shall benefit from:

- a. visibility as an OQI Partner at OQI events, and in public communications and media (including use of the OQI logo);
- b. receiving user feedback about their quantum computing devices and/or tools;
- c. invitations to a selection of OQI engagement opportunities and invitation-only events;
- d. consultation with regards to the development of communication collaterals; and
- e. representation in the OQI Advisory Committee.

5.3 Members shall benefit from:

- a. access to free quantum computing credits for the implementation of use cases;
- b. access to learning and training tools specific to use case development;
- c. visibility as a Member of OQI on the OQI website and other collaterals; and
- d. access to strategic quantum computing intelligence relevant to their country or institution.

## **Article 6**

### **OQI logo**



## Annex 2: Project Contact Points

**Communication addressed to CERN shall be sent to:**

Dr Tim Smith  
Open Quantum Institute  
CERN,  
Esplanade des Particules,  
CH- 1211 GENEVA 23  
Switzerland

Email address: [tim.smith@cern.ch](mailto:tim.smith@cern.ch)

Tel: +41 75-411-3423

**Communication addressed to (ENTITY) shall be sent to:**

(NAME)

(ADDRESS)

(E\_MAIL ADDRESS)

(TELEPHONE)