

---

# QUIPROCONE MEMBERSHIP AGREEMENT

---

A membership agreement is hereby concluded between:

of the one part,

HP Ltd, HPLB ('the principal coordinator'), established in the United Kingdom

and

..... (Name of member - acronym),

established in ....., ('the member')

of the other part,

(collectively 'the parties') represented by their legal/statutory/authorised representatives.

In the framework of the Information Society Technologies Programme, the *principal contractor* concluded contract

No IST-1999-29064 on 1<sup>st</sup> August 2000 to realise a thematic network entitled Quantum Information Processing & Communications Network of Excellence, ("the basic contract").

The basic contract is incorporated in this membership agreement as Annex A.

IN THE LIGHT OF THE FOREGOING, THE PARTIES HAVE AGREED AS FOLLOWS:

## **Article 1 - Subject matter of the membership agreement**

The purpose of this membership agreement is to enable the member to contribute, together with the principal contractor, to the implementation of the provisions of the basic contract in accordance with the conditions provided for in this agreement.

## **Article 2 - Conditions**

The parties to the membership agreement shall be bound *mutatis mutandis* by the conditions of the basic contract and its Annexes which are an integral part of the agreement (Annex A), with the exception of those provisions of the basic contract which concern only the principal contractor.

## **Article 3 - Scope**

1. The member shall perform his share of the work pursuant to this membership agreement in compliance with the requirements of Annex I to the basic contract. The member shall cooperate with the principal contractor in order to ensure the efficient management of the project. He shall, in particular, provide the principal contractor with the information that the project manager requires in order to carry out his duties.
2. The work carried out by the project member may be the subject of a technical audit in accordance with Article 22 of Annex II to the basic contract.

## **Article 4 - Payments**

1. The Community's financial contribution shall be paid to the member by the principal contractor without undue delay after receipt of the Community's financial contribution, in accordance with Article 3 of the basic contract and the related conditions.
2. Costs shall be charged by the project member in accordance with Articles 17 to 20 of Annex II to the basic contract and the indications in the indicative table of estimated eligible costs which follow the signatures to the basic contract and this membership agreement. Those costs may be the subject of a financial audit by the Commission or the Court of Auditors in accordance with Article 21 of Annex II to the basic contract.

#### **Article 5 - Entry into force of the membership agreement**

Subject to signature of the membership agreement on behalf of all the parties within three months of the date of commencement of the basic contract, the agreement shall enter into force retroactively from the date of commencement of the basic contract. If the membership agreement is signed on behalf of all the parties three months after the date of commencement of the basic contract, the agreement shall enter into force from the date of the last signature.

#### **Article 6 - Completion, expiry or termination of the agreement**

1. The work to be performed under the membership agreement shall be deemed to be completed on the date of approval by the Commission of the tasks to be performed by the member under Annex I to the basic contract.
2. The membership agreement shall automatically terminate on the date of completion or termination of the basic contract.
3. The principal contractor may, with the written agreement of the Commission, or shall, at the written request of the Commission, immediately terminate the participation of the member if he fails to meet in full his contractual obligations pursuant to the basic contract or this membership agreement. The principal contractor shall determine, in a letter sent to the member, the period of notice, which shall not exceed one month from the date of receipt of that letter.
4. Each party may terminate this agreement subject to two months' written notice.

#### **Article 7 - Applicable law and jurisdiction**

1. The law of England shall govern this membership agreement and the courts of England shall have jurisdiction.

#### **Article 8 - Amendments**

The membership agreement may be amended, with the prior written authorisation of the Commission, only by written agreement between the authorised representatives of the parties.

#### **Article 9 - Final provisions**

1. The following Annexes are an integral part of this agreement:

Annex A: Basic contract.

Annex B: Description of Work (Annex 1 to the basic contract).

2. The agreement shall be signed by the parties in two copies in English and only that language version shall be authentic.

<b>For the parties</b>	<b>Signature and title</b>	<b>Date</b>
1. Name of principal contractor:	..... Dr Timothy Spiller ,	.....
2. Name of member: (written out in full)	.....	.....