



## Charter and Rules

The Atos Quantum Learning Machine User Group, Qlub is an independent world-wide group of users (its Members) [founded on the 20<sup>th</sup> of December 2019](#), that will cooperate to increase the capabilities of quantum computing solutions supplied by Atos, to promote the exchange of information and understanding of these systems, and to provide guidance to Atos on the essential development and support issues for large-scale technical systems. Atos as an Affiliate is committed to support this user group.

Qlub is the result of discussions that took place in Paris during 2019 between users of Atos quantum computing solutions. The objectives of the Qlub are:

- Sharing of experience between Members and with Atos
- Providing Atos with inputs and helping set priorities for Atos (technology, service and support ...)
- Networking with Atos quantum experts during Qlub events
- Highlighting emerging technologies and helping foster long-term developments

### Rules

#### Article 1. Membership

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- Art. 1-a Membership is by a legal entity. A multi-site legal entity is represented as a single Member. A natural person cannot be Member.
- Art. 1-b Each Member must designate a natural person as its representative and one as a deputy. They can be modified at any time by written notification made to the President (role defined at Art. 5).
- Art. 1-c Founding Members are Members who have signed this charter and rules before December 31<sup>st</sup>, 2020.
- Art. 1-d Members must have accepted and signed the present Charter and Rules, including the Annex 1 and Annex 2 where applicable relating to the rules of confidentiality.
- Art. 1-e Information exchanged and debates inside the Qlub are not intended to be made publicly available outside Qlub. Therefore, Members are committed to limit the disclosure of such information to their own employees only on a need-to-know basis. These rules of confidentiality are determined in Annex 1 and Annex2 where applicable.
- Art. 1-f Applying organizations must either operate an Atos QLM system or have entered into a contract to have such a system delivered to one of their sites within one year of the date of application.
- Art. 1-g To retain active status as a Member site, organizations must maintain an Atos QLM system configuration. If the Atos QLM system configuration operated by a Member is significantly altered and the QLM software stack becomes that organization's status as an active Member will be reviewed and reconsidered by a vote of the remaining Qlub Members . If the majority result of the vote of the remaining Qlub Members" vote is to remove a specified organization from Qlub, then that organization shall lose its membership and will not be permitted to attend further Qlub meetings nor participate in Qlub discussions. Organizations that are removed as Members shall be

reconsidered for future membership at the time when they meet membership criteria and apply to join Qlub.

- Art. 1-h Any organization that has not participated in Qlub for a (2) two years span might have its membership revoked. Participation is defined as one or more of the following
- 1- Attendance to the main annual General Meeting.
  - 2- Attendance to least one conference each year.
  - 3- Voting.
  - 4- Contribution to reports and documentation.
- Art. 1-i Non-Participating Members will have their voting privileges revoked without a Member vote and are not considered for the quorum. Reinstatement is automatic after attending two consecutive meetings. Non-Participating Members can have their membership removed after Members' vote.
- Art. 1-j A Member organization may remove itself from Qlub upon request of the Member's representative to the Secretary (role defined at Art. 5). Such request shall be made 20 days prior to the effective removal of that said Member.

## **Article 2. Criteria for New Qlub Member applications**

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- Art. 2-a An organization that wishes to join the Qlub has to be nominated by an existing Member or by Atos and must electronically submit an application to Qlub which provides the following information about their organization and its activities:
- Name and location of organization
  - URL for organization (if available)
  - A natural person at the Organization for Qlub and a deputy for communications' sake (include name, mailing address, e-mail address and telephone).
- Art. 2-b Each of the following criteria are considered in the evaluation of a new Member application but the final decision is made upon the vote of the members (hereinafter referred to as the Assembly). An applying organization should describe its capabilities and activities and should particularly assess:
- The fact that the Atos QLM system configuration is already installed or ordered;
  - Its organizational commitment to scientific / technical computing with a focus on quantum computing;
  - Organizational objective to track advancements in quantum software and hardware technology.
  - Its active R&D efforts in applications, tools/libraries or system for the QLM System, either individually by the organization or in collaboration with Atos.
  - Type of activities and contributions the organization plans to have in Qlub.

## **Article 3. Process for New Qlub Applications**

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- Art. 3-a Applications should contain all the information specified in Article 2. The application is submitted to the Secretary (role defined at Art. 5) who will send it to the Board of Directors to arrange for a vote of the Assembly after having received the explanation of the existing Member supporting the application.
- Art. 3-b The Board of Directors confirms that the candidate as a Member is compliant with the criteria and forwards the application to all the Members forming the Assembly.
- Art. 3-c The Secretary (role defined at Art. 5) will collect the votes and notify the applicant of the outcome.
- Art. 3-d New Members will be introduced by e-mail to all organization Member representatives.

## **Article 4. Third Party Organizations (Affiliates and Associate Members)**

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- Art. 4-a A Third Party Organization can be an organization that is either using an Qlub Member's Atos QLM system or is an Atos customer for QLM-related services – both would qualify for an "Associate Member" status – or is providing solutions to enhance Qlub Members use of Atos QLM systems for scientific and technical computing – who would qualify for an "Affiliate" status –, but is not a Member of Qlub or does not otherwise qualify for membership and cannot become a Management Board member or vote at annual meetings.
- Art. 4-b The Members of Qlub vote to accept an organization as a Third-Party Organization.
- Art. 4-c Third Party Organizations must have accepted and signed the present Charter and Rules including the Rules of Confidentiality.
- Art. 4-d Each Qlub Third Party Organization must indicate a representative natural person (the "Liaison officer") and a deputy natural person. They can be modified at any time. Written or electronic notification shall be provided to the President (role defined at Art. 5) to inform of the change of the representative and its deputy.
- Art. 4-e The Liaison Officer of a Third Party Organization can be invited to join a board meeting, a general meeting and a SIG (as defined in Art. 8) meeting subject to agreement by the Board of Management.
- Art. 4-f A Third Party Organization may remove itself from Qlub by request of its representative to the Secretary (role defined at Art. 5), such request to be made 20 days prior to the effective removal.

## **Article 5. Board of Management (Directors)**

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- Art. 5-a The Board of Management shall comprise of a President, Vice-President and Secretary. They are named "Directors". President, Vice-President and Secretary are natural persons representing a Member and appointed by the Members for this position. They can be different from the representative or the deputy of the Member.
- Art. 5-b When voting on any board position, Members vote on both a natural person and a Member. Should any of these two components change, the board position is missing.
- Art. 5-c After the first election of the Directors, the Members vote on the position of President in even years and on the positions of Vice-President and Secretary in odd years: All Directors shall be elected to serve a two-year term. The elections of Directors take place at the General Meeting.
- Art. 5-d If the President is unable to fulfil its duties or resigns, the Vice-President undertakes the duties of the President for the duration of the President's term.
- Art. 5-e A simple majority of the Members that are eligible for a vote are required to appoint the Board Members. An Atos representative can be elected as Secretary. President and Vice-President cannot be Atos employees.
- Art. 5-f The Secretary will collect the votes and notify the results during the meeting.
- Art. 5-g An election by email will be implemented when needed to fill a vacant Vice-President position.
- Art. 5-h The Board will approve membership applications, meeting and local event sites, their agenda, the managing of the local events in relationship with local event chair and conduct other business of the organization as needed.
- Art. 5-i The Board must convene general meetings of the Members at least once a year.
- Art. 5-j A quorum shall be any two Members including the President.
- Art. 5-k The Directors and the Affiliates can delegate their attendance to the Board meetings to another Director or another Affiliate.

- Art. 5-l The President will preside over meetings and conduct all votes. They must convene the Board of Directors meetings.
- Art. 5-m The Vice President will replace the President when absent and will coordinate the organization of meetings.
- Art. 5-n The Secretary will conduct all correspondences with Members and other organizations and maintain the minutes of all meetings. He announces the result of the votes.

## **Article 6. Voting**

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- Art. 6-a The Member representative (or its deputy) shall be the voting Member.
- Art. 6-b Each Qlub Member is eligible and has a single vote on all Qlub activities and motions except the Non- Participating Members as set forth in Article 1.
- Art. 6-c The Member can vote either by being present at a meeting or via e-mail or post mail whatever the subject is.
- Art. 6-d Any post mail or e-mail must be sent to the Secretary. In case a Member vote is present at a meeting and a vote via e-mail or post mail for the same activity or motion is received, the vote being present prevails.
- Art. 6-e Votes will succeed by a plurality of those voting.
- Art. 6-f All current Member organizations are eligible to vote. Should the vote be made by e-mail, the voting period shall be limited to 30 days. Any Member that will regain voting privileges during the voting period shall be permitted to vote on the motion within the 30-days delay.
- Art. 6-g The Secretary will collect the votes.
- Art. 6-h There are three possible votes that an eligible organization can cast: YES, NO, ABSTAIN. A vote of YES is in support of a motion. A vote of NO is a vote NOT in support of motion. A vote ABSTAIN is non-recorded vote. Sponsoring an application for membership in front of the Board of Directors is recorded as a YES for the application. Any eligible organization not casting a vote shall be counted as abstaining from the vote.
- Art. 6-i A valid vote consists of a minimum of  $\frac{1}{3}$  of the total number of eligible voting organizations. If the number of votes cast not meets this limit, the motion is dismissed. The applicable majority is 50% of the recorded Vote.
- Art. 6-j The Secretary will collect the votes and report the outcome to Members' representatives.

## **Article 7. General Meetings**

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- Art. 7-a The Board of Directors shall organize at least one meeting per year named General Meeting as often as necessary. The meeting shall consist mainly of talks and discussions of interest to Member sites relating to advanced scientific or technical work on Atos QLM Servers.
- Art. 7-b The Directors shall convene the General Meeting and circulate the agenda to all Members at least one calendar month before the meeting. Attendance at meetings will be open to Members, Affiliates, and others considered as appropriate by the Board, some restrictions of non-members participation can be defined for sessions of the General Meeting.
- Art. 7-c Meetings will be held as determined appropriate by the Board and Members. The Directors shall nominate for each meeting a Member as a program chair and a local chair to assist the President in organizing the meeting. The local chair and the program chair can be the same Member.
- Art. 7-d The program chair shall collect the proposals for presentations from Members and Affiliates and elaborate the agenda to be approved by the Board.
- Art. 7-e The local chair shall coordinate the operation of the meeting facilities (hotel, lunches, coffee breaks, banquet...) and the registration process. The local chair shall set in relationship with the Board of Directors, the attendance fees for each meeting and can collect subventions

from the Affiliate and invited organizations. Any money left out for a meeting shall be used solely to further the objectives of Qlub.

- Art. 7-f During the meetings, for any vote, the rules of quorum and majority are the same as the rules of voting set forth in Article 6.
- Art. 7-g The Members that are eligible for a vote are required to be unanimous to approve an activity or motion or modify the present Charter and rules or create and modify the internal regulation.

## **Article 8. Special Interest Group ("SIG")**

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- Art. 8-a The President can propose the creation of SIGs to focus on some specific topics of Qlub. Each of the major areas of interest shall be represented by a SIG. It can be technical (Quantum annealing, Circuit Optimization ...) or represent a community interest (Large compute centers, Industries ...)
- Art. 8-b SIGs will be created on vote by the Members.
- Art. 8-c Board of Directors will appoint SIG leads as necessary to perform the duties of the SIGs.
- Art. 8-d The "Liaison officer" can appoint a "SIG Liaison officer".
- Art. 8-e The role of the SIG leader includes authorship of the section of the annual report that relates to the subject area of the SIG and liaison with the SIG Liaison Officer.
- Art. 8-f SIG leads may organize "SIG meetings" in order to address specific issues or to work on a specific topic.
- Art. 8-g The SIG leads, in connection with the Affiliates, and will decide on the participation of non-Members (Affiliates and others) to the SIG Meetings and the practical aspects of the organization.

## **Article 9. Exclusion of a Member**

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- Art. 9-a In case of breach by a Member of the present Charter and Rules, especially the Art. 1-d relating to the confidentiality and the Non-Disclosure Agreement with Atos, a Member can be definitively excluded from Qlub.
- Art. 9-b The exclusion of a Member is proposed by the Board of Directors after having heard from the concerned Member and voted by the Members, the concerned Member being not eligible. A memorandum explaining the reasons of the proposal for the exclusion must be communicated by the Board of Directors and can contain the answer of the concerned Member if any.

## **Article 10. Alterations and Interpretations and winding-up**

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- Art. 10-a No alteration may be made to the Articles except at a General Meeting called for this purpose and be compliant with the rules set forth in Article 6.
- Art. 10-b Any matter not dealt with the Articles shall be dealt with by the Board of Directors according to the spirit of the Articles; their decision shall be final.
- Art. 10-c The winding-up of the association can only be decided unanimously.

# ANNEX 1

## RULES OF CONFIDENTIALITY APPLICABLE TO ALL MEMBERS

These Rules of Confidentiality (hereafter called RULES) are made as an Annex (Art. 1-d) of the Charter and Rules of Qlub, the User Group for the Atos Quantum Learning Machine, and entered into as of the acceptance and signature of the Charters of Rules (the "Effective Date"), by and between each "MEMBER or THIRD PARTY ORGANIZATION of Qlub" (hereafter called "ENTITY")

In the present RULES, information shall be defined as all written and oral information, previously possessed by an ENTITY and created during and by the SIG and more generally all the information shared during the meeting of Qlub.

Each ENTITY is willing to disclose certain information including confidential and proprietary information at their respective sole discretion to each.

Each ENTITY agrees that, in Qlub, any information shall be governed by the following terms and conditions.

### Definition

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Each ENTITY acknowledges and agrees that all information related to their cooperation as ENTITY received by the receiving party ("Recipient") from the transmitting party ("Discloser"), and any other information to which either party may have access by virtue of these RULES, including information in oral form shall be deemed to be confidential and proprietary unless the Discloser shall advise the Recipient that such information do not need to be treated as confidential and proprietary. Such confidential and proprietary information shall not include:

- a) Information which was in the public domain at the time of disclosure hereunder, or
- b) Information which was rightfully in the Recipient's possession without binder of secrecy prior to the time of its disclosure hereunder, or
- c) Information which, though originally Confidential and Proprietary Information, subsequently becomes part of the public knowledge and literature through no fault of the Recipient, as of the date of its becoming part of the public knowledge and literature, or
- d) Information which, though originally Confidential and Proprietary Information, subsequently is received by the Recipient from a third party who is free to disclose the information without binder or secrecy, as of the date of such third party disclosure, or
- e) Information which is disclosed in response to a valid order of a court or is otherwise required by law to be disclosed, provided the Receiving Party gives sufficient notice to the Disclosing Party to enable it to take protective measures

If these exclusions apply to only a portion of the Confidential and Proprietary Information, then only that portion shall be excluded from the restrictions of these RULES.

### Handling of Confidential and Proprietary Information

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The Recipient shall maintain the Confidential and Proprietary Information in confidence starting from the Effective Date and for a protection period of five (5) years from the date of disclosing. The Recipient shall treat the Confidential and Proprietary Information received hereunder with the same reasonable care he uses in the protection of his Confidential and Proprietary Information and take reasonable precautions to limit the disclosure of such Confidential and Proprietary Information only to its employees who are necessary to

evaluate such information and use it for the purpose(s) noted above. The Recipient shall maintain the trade secret and/or copyright notices and legends of the Discloser on all copies of the materials and documents of the Discloser.

**Limitation on disclosure**

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The Recipient shall take reasonable and appropriate action by instruction or agreement with its employees who are permitted access to Confidential and Proprietary Information to satisfy its obligations hereunder. The Recipient shall not divulge, in whole or in part, such Confidential and Proprietary Information to any third without the written prior consent of the Discloser. Neither party shall disclose to any third party these RULES or any provision hereof or the substance of these RULES without the prior written consent of the other party.

**Limitation of use**

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The Recipient shall have the right only to utilize the Confidential and Proprietary Information for the purpose of the objectives of Qlub. The Recipient shall make no other use, in whole or in part, of any such Confidential and Proprietary Information without the prior written consent of the Discloser.

**Warranties**

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Each ENTITY warrants that it has the legal right to make disclosures of Confidential and Proprietary Information under these RULES. All other warranties, whether express or implied, are disclaimed. All information disclosed hereunder is provided "as is." discloser accepts no responsibility for losses or expenses incurred as a result of the information received.

**Limitation of liability**

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In no event shall an ENTITY be liable for incidental consequential, special or indirect damages hereunder.

**Termination**

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The original and any authorized copies of Confidential and Proprietary Information in documented form provided to the Recipient by the Discloser, shall be returned to the Discloser within ten (10) days following the date of Recipient's written notice to the Discloser or upon written request by the Discloser, whichever is sooner. The confidentiality provisions of these RULES shall survive their termination for the period specified above. The parties agree that the terms and conditions of these RULES shall inure to the benefit and shall be binding upon the concerned ENTITY as well as to its respective successors, assigns, affiliates, parents, subsidiaries, officers, directors, employees, agents and any other representatives.

**Disclaimer**

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These RULES set forth the entire agreement and understanding between the parties and supersede and merge all prior written and oral understandings, representations and discussions between them concerning this subject matter. These RULES may be amended only by a written agreement executed by the parties to these RULES.

**Enforcement**

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In the event that any provision of these RULES is held illegal or unenforceable, the balance of these RULES shall remain in effect.

**Notices**

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Any notices required by these RULES and any other written communications relating to these RULES shall be directed to the attention of the following named representatives:

Mr. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

These RULES shall be construed in accordance with and governed by the law of France, with the exclusion

of any conflict of law rules. Any actions arising out of this Agreement which is not settled in a friendly manner within 60 days shall be submitted to the competent courts of Paris.

"I, undersigned (name) as (function) of (name of the entity), declare that I approve all the articles of the Charters and rules of the association Qlub including the rules of confidentiality and that (entity) is a Member of the association Qlub"

For [Organization]: ..... Name [Representative]: ..... Title [Representative]: ..... Date: .....	Signature:
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# **ANNEX 2**

## **RULES APPLICABLE TO U.S. DEPARTMENT OF ENERGY NATIONAL**

All provisions stated in Annex 1 shall be applicable to this Annex 2 subject to the following provisions.

For U.S. Department of Energy ("DOE") owned, contractor managed, national laboratories ("Labs" or individually as "Lab"), the following exceptions will apply. UT-Battelle, LLC is operating under the authority of its Prime Contract No. DE-AC05-00OR22725 with the DOE. UChicago Argonne, LLC is operating under the authority of its Prime Contract DE-AC02-06CH11357 with the DOE.

Confidential and Proprietary Information shall only be protected if (a) it is marked as business sensitive or proprietary at the time of disclosure; or (b) it is unmarked (e.g. orally or visually disclosed) but treated as Business Sensitive or Proprietary at the time of disclosure, and is designated as business sensitive or proprietary in a written memorandum sent to Recipient's representative within thirty (30) days of disclosure, sufficiently summarizing the Confidential and Proprietary Information to enable its identification.

Labs shall have the right to disclose the Confidential and Proprietary Information to DOE or the designee thereof, as required under the Prime Contract between the individual Lab and DOE. Confidential and Proprietary Information shall be protected against further disclosure by DOE employees under 18 USC 1905.

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

This agreement and all Confidential and Proprietary Information received hereunder, if any, may be transferred to DOE or its designee upon termination of a Lab's Prime Contract with DOE.

The parties to this agreement are responsible for their own compliance with all U.S. export control laws and regulations, if applicable under U.S. law. The parties may be responsible for obtaining export license, if required, before giving any foreign person access to Confidential and Proprietary Information, if applicable and the parties may be responsible for all regulatory record-keeping requirements if applicable.

For Labs, these Rules shall be construed in accordance with and governed by the U.S. law, with the exclusion of any conflict of law rules. Any actions arising out of this Agreement which is not settled in a friendly manner within 60 days shall be submitted to the competent courts of New York.

This is not a federally funded consortium within the scope of the 4/2020 DOE SC Guidance for DOE/Other Federal Agency Funded Consortia.

"I, undersigned (name) as (function) of (name of the entity), declare that I approve all the articles of the Charters and rules of the association Qlub including the rules of confidentiality and that (entity) is a Member of the association Qlub"

For [Organization]:..... Name [Representative]: ..... Title [Representative]:..... Date: .....	Signature:
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