

## LIAISON AGREEMENT

This LIAISON AGREEMENT (the “Agreement”) is entered into effective as of \_\_\_\_\_ (the “Effective Date”) by and between Decentralized Identity Foundation (DIF) (PARTY 1), and \_\_\_\_\_ (“Collaborator”). PARTY 1 and Collaborator may be individually referred to as a “Party” and collectively as the “Parties.”

### BACKGROUND

Each Party believes that it would be beneficial to share certain information and documents within the defined areas of mutual interest and to cooperate as described in this Agreement. The Parties therefore seek to structure and strengthen their relationship and to foster closer cooperation through this Agreement.

### AGREEMENT

The Parties, in consideration of the mutual rights and obligations set out herein, agree as follows:

1. **Areas of Mutual Interest.** The Parties agree to jointly address specific areas of mutual interest, which are designated as “Work Areas” in Exhibit A.
2. **Contact Person.** Each Party will designate a representative in Exhibit B who is responsible for overseeing implementation of this Agreement (“Contact Person”). A Party may change its Contact Person by giving written notice to the other Party.
3. **Treatment of Information.** Each Party has provided the other Party with a copy of its policies describing its treatment of information (for each Party, its “Information Policy”). The receiving Party agrees that it will treat information (whether written or oral) it receives under this Agreement from the providing Party under the receiving Party’s Information Policy. Each Party agrees that it will notify the other Party immediately of any change to its Confidentiality Policy. All rights in, and title to, the information remain in the disclosing Party. Neither the Agreement nor the disclosure of any information will be construed as granting to the other (either expressly, by implication or estoppel, or otherwise) any license or immunity under any copyright, patent, trade secret, trademark, or other intellectual property right now, or any right to use, exploit or further develop the same, except solely to facilitate the activities set forth in the Work Area.
  - 3.1. **DIF Information Policy.** DIF’s information policy is defined in the Project and WG Charter.
  - 3.2. **PARTY 1’s Information Policy.** See Exhibit C.
4. **Observers.**

4.1. **Meeting Attendance.** At either (i) the invitation of the hosting Party or (ii) if, at the request of the other Party, subject to the hosting Party's agreement, one or more individual representatives of PARTY 1 or Collaborator (each as designated by such Party, "Observers") may attend and participate in portions of the other Party's meetings that are related to the Work Areas (as determined by the hosting Party). The maximum number of Observers in any meeting will be designated by the hosting Party. A Party may designate any part of its meeting as "closed" and the other Party's Observer may not attend or participate in those sessions.

4.2. **Observer Designation.** If an Observer is a member of both PARTY 1 and the Collaborator, the Observer will inform the group/body in which he or she is participating of the affiliation being represented at the time of addressing the group/body. If the Observer does not identify the affiliation, such participation will be as a member of the hosting Party.

## 5. **Materials.**

5.1. **Material Availability.** Upon the mutual agreement of the Parties, each Party will provide the other with copies of certain documents and other materials within the Work Areas ("Materials").

5.2. **Reproduction.** Each Party agrees that all confidentiality and copyright notices will be maintained on and will not be removed from any Materials (and copies thereof). Each Party agrees to reproduce any warranty disclaimers or limitations of liability which are included in any Materials made available to it under this Agreement.

6. **Contributions.** "Contributions," which means any work that may be subject to copyright, trade secret, or patent rights, will only be accepted pursuant to a separate agreement with the other Party's member who wishes to make the Contribution.

7. **Term and Termination.** This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, remain in force for a period of 2 years from the Effective Date. This Agreement may be terminated by either Party upon 30 days' written notice to the other Party. It is expressly agreed that all the provisions in sections 3, 5.2, and 8 shall survive the termination of this Agreement for a period of five years.

## 8. **General.**

8.1. **Representations.** Each Party represents that it has the authority to enter into and perform its obligations under this Agreement and that the person signing this Agreement on behalf of a Party is empowered to act on behalf of and to legally bind that Party.

8.2. **Warranty Disclaimer.** EACH PARTY PROVIDES ALL DOCUMENTS, INFORMATION, AND OTHER MATERIALS ON AN "AS IS" BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES

RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE, MERCHANTABILITY, AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT AND DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO.

- 8.3. **Limitation of Liability.** EXCEPT WITH RESPECT TO A BREACH OF ITS OBLIGATIONS UNDER SECTION 3 (CONFIDENTIAL INFORMATION) AND LIABILITY RESULTING FROM ITS CRIMINAL OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, THE PARTIES ACKNOWLEDGE THAT ANY RELIANCE UPON THE CONTENTS OF DOCUMENTS SHALL BE AT THE SOLE RISK OF THE RECIPIENT THEREOF. THE RECIPIENT DOES HEREBY WAIVE ANY AND ALL CLAIMS OF DETRIMENTAL RELIANCE BASED UPON LATER CHANGES TO DOCUMENTS BY THE PARTY THEREOF.
- 8.4. **Prior Agreements/Waiver.** This Agreement supersedes all prior discussions and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of any other term, provision or condition of this Agreement.
- 8.5. **No Partnership.** It is expressly declared that this Agreement and the relationships between the Parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them. Neither Party has the right to act on behalf of or bind the other Party or its members in any manner.
- 8.6. **Public Statements.** Neither Party will issue a press release or other public statement regarding this Agreement or its terms without the prior written consent of the other Party.
- 8.7. **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the Parties with respect to such matter. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by both Parties.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Print Title \_\_\_\_\_

**EXHIBIT A**  
**WORK AREAS**

The work areas of mutual interest to PARTY 1 and the Collaborator under this Agreement consist of:

The following DIF Working Groups:

- Identifiers and Discovery WG
- DID Authentication WG
- Secure Data Storage WG
- DID Communication WG
- Sidetree WG
- Claims and Credentials WG

**EXHIBIT B**

**CONTACT PERSONS**

Name:

Title:

Organization:

Email:

Phone:

Preview

## EXHIBIT C

### PARTY 1's Information Policy

Any information shared by PARTY 1 with DIF is non-confidential, unless it is explicitly marked otherwise

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