



Liaison Agreement

This liaison agreement ("**Agreement**") has been entered into as of the date of last signature ("**Effective Date**"), by and between:

The Printer Working Group (PWG) having its principal place of business at 445 Hoes Lane, Piscataway, NJ 08854, USA, hereinafter referred to as "PWG",

and

The 3MF Consortium (3MF) having its principal place of business at 401 Edgewater Place, Suite 600, Wakefield, MA 01880 as "3MF",

hereafter collectively referred to as the "**Parties**" or individually as a "**Party.**"

WITNESS,

WHEREAS, PWG was originally founded in 1991 as the Network Printing Alliance, the PWG is chartered to make printers, multi-function devices, and the applications and operating systems supporting them work together better.

WHEREAS, 3MF is an industry consortium working to define a 3D printing format that will allow design applications to send full-fidelity 3D models to a mix of other applications, platforms, services and printers.

WHEREAS the Parties believe that their members, the industry and users of the technology will benefit from this collaboration to ensure and enable standard-based approach for indoor positioning solutions and services.

WHEREAS the PWG Board of Directors have authorized PWG to enter into this agreement on behalf of the PWG members.

WHEREAS the 3MF Board of Directors are authorized 3MF to enter into this agreement on behalf of the 3MF members.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

1 Definitions

The following terms have the meaning assigned to them below. Defined terms may be used in both plural and singular form.

“Contact Person” means the persons responsible for the communication between the Parties mentioned in Annex B.

“Effective Date” means the date of last signature.

“Member” means, in relation to PWG, an organization that is included in the member list on the PWG website. In relation to 3MF, “Member” means an organization that is included in the member list on the 3MF website.

“Work Plan” means the agreed activities of mutual interest described in Annex A, as these may be modified from time to time by written agreement of the Parties.

2 Information Sharing

- 2.1 The Parties agree to perform the activities of mutual interest and share the results with their respective membership organizations.
- 2.2 The Parties shall, at least once per year, discuss the effectiveness of the activities.
- 2.3 Each group will appoint a liaison designate to review shared information prior to dissemination.
- 2.4 Each Party has the right to use the other Party’s logo on each Party’s website and on mutually approved documents, according to the respective Party’s Logo Usage Guidelines. Each Party will provide the other Party with an approved copy of the Logo.

3 Public Announcement

- 3.1 Each Party may note the existence of this Agreement on its website and other public statements.
- 3.2 Each Party shall consult the other Party before making a press release about this Agreement and/or the content of the Work Plan and/or the outcomes from the Work Plan.

4 IPR and Confidentiality Policies

- 4.1 By mutual consent, Observers from one party (“Observer”) may attend a Committee or Working Group meeting or other activity of the other party, with such consent relating to either an

individual meeting or the ongoing meetings of such group or other activity. The relevant Chairperson of such Committee or Working Group has the right to limit the number of Observers. Observers shall, to the extent permitted by the relevant party's internal rules, be entitled to participate fully in discussions on relevant work items and to submit written contributions for information only, but shall have no voting rights. Observers that become aware of any current or potential duplication in technical or other activities are expected to inform each party of such conclusion. The policies of the party hosting the meeting, regarding IPR and confidentiality, shall be binding upon such Observer(s). In the event that the Work Plan provides for the parties to engage in any activities to jointly create any work product, that work product shall be jointly owned, without obligation of accounting one to the other. Except as provided in this Agreement, no license rights are granted in and to any IPR of either Party or any of its members.

5 General

5.1 Unless otherwise agreed in particular cases, each Party shall bear its own costs and expenses related to all activities performed under this Agreement.

5.2 Term and Termination

This Agreement shall remain in force for a period of two (2) years from the Effective Date. This Agreement may be terminated by either Party upon sixty (60) days notice to the other Party. It is expressly agreed that all the provisions in clause 4 (General) shall survive the termination or expiration of the Agreement for any reason.

5.3 No Warranties

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 and non-infringement. Neither party makes any representations with respect to the accuracy of any information or any document and disclaims any and all warranties relating thereto.

5.4 Limitations of Liability

Except with respect to liability resulting from its criminal or willful misconduct, in no event shall either Party be liable to the other for direct, 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 draft 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 draft documents by the providers' thereof.

Notwithstanding the foregoing, if a court of competent jurisdiction renders judgment against either Party notwithstanding the limitation of liability set out in this clause 5.4, in no event shall either party's aggregate liability towards the other party in connection with this agreement exceed USD 1,000 (one-thousand US dollars).

For the avoidance of doubt, in no event shall any of the individual members of the PWG and 3MF be liable for any act or omission of the Parties under this Agreement.

5.5 Notices

Notices shall be sent to the Contact Persons of each Party at the address provided in Annex B. Such notice may be sent by email provided the receipt of such email is confirmed by return email. For purposes of this Agreement, "written notice" shall be deemed to include email.

The relationship between the parties shall be that of independent signatories and nothing in this Agreement shall be construed to constitute either Party an employee, agent or member of the other Party. Without limiting the foregoing, neither Party shall have authority to act for or to bind the other Party in any way, to make representations or warranties or to execute agreements on behalf of the other Party, or to represent that it is in any way responsible for the acts or omissions of the other Party. Neither Party shall be required to make any payment to the other except to the extent provided, if at all, in the Work Plan, and each Party shall pay its own costs and expenses with respect to its activities under this Agreement.

5.6 Governing Law and Forum

This Agreement shall be subject to the laws of the State of Delaware, without giving effect to its rules regarding conflicts of laws. Any dispute arising under this Agreement shall be resolved by binding arbitration in the City of Piscataway, New Jersey.

This Agreement may only be amended in writing by authorized representatives of each party; except as otherwise specified in the Work Plan, supersedes any pre-existing agreement or understanding between the parties, whether written or oral; and, may not be assigned by either Party without the prior written permission of the other Party, except to a successor to its business or mission, as appropriate. With respect to the Alliance, enforcement of any term of this Agreement may be waived, and any amendment, consent or permission required or permitted by this Agreement, may be approved by the action of a majority of the Members.

5.7 Severability

Should any provision of this Agreement be finally determined void or unenforceable in any judicial proceeding, such determination shall not affect the operation of the remaining provisions hereof.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the days written below.


Signed

ISTO for and on behalf of PWG

Name Marco W Migliaro

Title President and CEO, IEEE-ISTO

Date 31 January 2019


Signature 

For and on behalf of 3MF

Name ADRIAN LANNIN

Title EXECUTIVE DIRECTOR

Date 3/26/2019

Signature 

Annex A Work Plan

1. PWG and 3MF shall identify potential joint activities that serve shared objectives of the PWG and 3MF.
2. PWG and 3MF shall bring together member experts from the (working groups/committees).

Annex B Contact Persons

For PWG:

Smith Kennedy
PWG Chair
smith.kennedy@hp.com

For 3MF:

Adrian Lannin
Board Chair
alannin@microsoft.com

