



Logo of other  
Organization

**OPC 20998-nn**

# **OPC Foundation and <Organization> Information Sharing Agreement**

**Release 1.00**

**20YY-MM-DD**

# BILATERAL ORGANIZATION COOPERATION AGREEMENT (INFORMATION SHARING)

This Cooperation Agreement (“Agreement”) is by and between OPC Foundation (“OPCF”) and the party identified below (the “Collaboration Partner”). The Agreement is effective as of the date when both parties have fully signed below.

- 1. Background.** OPCF and Collaboration Partner share an interest in developing specifications that facilitate industrial automation. This Agreement creates a lightweight framework for cooperation between these organizations, focusing on facilitating the exchange of information. *This Agreement is not intended to address detailed technical collaboration between the organizations or their members.* The OPCF template agreement “Multi-Organization Cooperation Agreement (MOCA)” is appropriate for use in such a context.
- 2. Confidentiality.** If one party discloses information to the other, and that information is identified in writing as confidential at the time of disclosure, the recipient will treat such information as confidential (using the same degree of care its uses to protect its own confidential information). The recipient may disclose such information to its own members, provided that it must require that its members agree to a substantially similar confidentiality obligation. If a member that receives such information breaches this obligation of confidentiality, the owner of the confidential information may pursue any available remedy against the party in breach, but neither OPCF nor Collaboration Partner will have any liability to the other for a breach by a member.
- 3. Limited copyright and trademark licenses; no other intellectual property licenses.** If one party provides a work of authorship to the other, the recipient can distribute copies to its members participating in the collaborative efforts between the parties, but those recipients will not have the right to further distribute (or otherwise exploit) the work. Each party can use the name and logo of the other party to accurately communicate the fact of their collaboration under this Agreement. Except as explicitly stated in this Agreement, or as otherwise expressly agreed in writing, no other intellectual property licenses of any kind are granted by either party, or by either party’s members, in connection with this collaboration. The licenses described here can be terminated by providing written notice to the other party.
- 4. Miscellaneous.** Materials provided by one party to the other under this Agreement are provided “AS IS,” without representation or warranty of any kind. This Agreement is the entire agreement between the parties related to its subject matter and may be changed only in a writing signed by both parties. This Agreement will be governed and construed in accordance with the substantive law applicable in New York, USA without reference to any other law. If the parties are otherwise unable to amicably resolve a disagreement, any dispute between OPCF and Collaboration Partner arising under this Agreement will be resolved by the ICC International Court of Arbitration in accordance with its Expedited Procedure Rules, with any required in-person meetings to be held in Frankfurt, Germany.

***[Signature page follows]***

**AGREED:**

**For OPCF:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**For Collaboration Partner:**

\_\_\_\_\_  
Organization name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**And:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date