

## **A Word on InCommon, this Agreement, and Modifications**

If you are considering requesting a modification to the InCommon participation agreement, please read this. It will help you understand our position and ability to consider requested changes. This introductory section is not part of the agreement and should be removed prior to signing the agreement and sending it to InCommon

InCommon is a consortial organization organized and operated as a Delaware limited liability company whose participants are primarily higher education institutions in the United States and is governed by a steering committee comprising CIOs and executive IT leaders of the community it serves. Pricing is based on the costs of operating our services and maintaining an engaged community of organizations. We do not generate revenue that anticipates extensive legal negotiations.

As a consortium that builds common trust policy and technology among its organizations, we cannot offer significant legal modifications and unique liability protections to only selected participants. We are a consortium agreeing to a shared understanding and practice of risk and trust. We cannot ask some participants to shoulder greater risk than others, nor put the financial integrity of the InCommon organization at risk, given that we provide a commonly relied upon set of services. This agreement also spells out the obligations of participants of InCommon to each other, and as such, having one InCommon participant request changes that inequitably ask other participants to shoulder undue burdens is unacceptable.

You will notice that we do allow participants to withdraw from the InCommon Federation at any time and for any reason. Reviewers of this agreement should examine whether this and other flexibilities provide sufficient protection from concerns about the agreement.

We do understand and consider modifications that are justified due to state law. Some campuses, for example, have prohibitions on automatic renewal of agreements or specific regulations on self-insurance that must be expressed in a particular manner. We request that, for such changes, you cite appropriate state law or regulations that justify your request for a change. Please note, however, to the extent that you execute the Participation Agreement, and then subsequently submit a Purchase Order or similar document that contains terms and conditions in addition to or conflicting with the Participation Agreement, Section 20 of the Participation Agreement applies. For that reason, please involve your purchasing office if appropriate.

We are providing this guidance because, in some instances, attorneys or contract personnel misconstrue the relationship InCommon has with its participants. We are not a vendor. We are a community of organizations creating valuable infrastructure for common benefit.

The official Participation Agreement starts on the next page.

---

---

# INCOMMON: PARTICIPATION AGREEMENT

v. July 2023

This agreement (“Agreement”) for participation in the InCommon Federation is entered into by InCommon, LLC (“InCommon”) and the Participant (collectively, InCommon and Participant are referred to as “Parties”).

Full Legal Name of Participant

*(Note: this is the name of the participating organization)*

Participant Doing Business As (dba) Name (optional)

Primary Participant Domain (e.g., university.edu)

PARTICIPANT, BY EXECUTING THIS AGREEMENT, ACKNOWLEDGES AND AGREES THAT PARTICIPANT HAS CAREFULLY READ AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGES THAT PARTICIPANT WILL BE BOUND LEGALLY BY ITS TERMS AND CONDITIONS.

## 1. The InCommon Federation

Internet2 has created InCommon as a service to higher education and research organizations in the U.S. The Federation is an activity of InCommon and is generally governed by a Steering Committee representing the interests of Participants. The purpose and role of the Federation is set forth in more detail in the Limited Liability Company Agreement (“LLC Agreement”) and Federation Operating Practices and Procedures (“FOPP”) of the Federation as amended from time to time by the InCommon Steering Committee. InCommon accepts applications from organizations that are potential Participants in the Federation, as defined in the FOPP, and provides the Federation services to Participants (“InCommon Participants”) under the terms and conditions of this Agreement. To further InCommon’s mission of providing enhanced abilities to access and exchange data between higher education and research organizations around the world, InCommon may also peer with other federations that share InCommon’s mission from time to time (including international federations) and may share published Metadata (as defined in Section 6.c below) of common interest to Participants. Each other federation that InCommon peers with shall be referred to herein as a “Co-Federation” and members of each Co-Federation shall be referred to herein as “Co-Federation Participants.”

## 2. Legal Form of InCommon

InCommon is organized and operated as a Delaware limited liability company (LLC). InCommon’s sole member is University Corporation for Advanced Internet Development, Inc. d/b/a Internet2 (“Internet2”), a District of Columbia not-for-profit Corporation. The InCommon Federation is operated in accordance with its LLC Agreement and FOPP. By entering into this Agreement, Participant (i) agrees that its participation in the Federation shall not provide Participant with any right or interest in InCommon or its assets and (ii) acknowledges that it has the opportunity to review the LLC Agreement and FOPP, available on the InCommon website.

3. InCommon Participation

With respect to its participation in the InCommon Federation, Participant agrees to abide by policies and standards established by the Federation designed to enable trustworthy Metadata and shared management of access to on-line resources. Participant may register Identity Provider systems and Service Provider systems as defined in Section 7 below.

4. Participant Classes and Fees

- a. *Classes of Participants.* InCommon defines, and may change from time to time, different classes of InCommon Participants. Different classes may receive different services, may have different roles in InCommon activities, and may be liable for different fees and/or dues. Currently defined classes are Higher Education Institutions, Sponsored Partners, and Research Organizations (as defined in the FOPP).

Participant is primarily (check only one):

**Higher Education** [  ] **Sponsored Partner** [  ] **Research Organization** [  ]

- b. *Participant Fees.*

Participant fees are assessed on a one-time or annual basis and are not refundable.

- i. Registration Fee. Each InCommon Participant, including Participant, must pay a registration fee (“Registration Fee”), as defined in the attached InCommon Fee Schedule, to cover initial identification and authentication costs and expenses incurred by InCommon.
- ii. Annual Participation Fee. Each InCommon Participant, including Participant, shall be required to pay annual fees (“Annual Participation Fees”), as defined in the attached InCommon Fee Schedule. Participant acknowledges that the Annual Participation Fees may be modified by the InCommon Steering Committee, as necessary, to support the management and operations of InCommon and to respond

to the needs of new applications and services. The Annual Participation Fees shall be annually assessed and payable on or before January 1st of each year, unless either the Participant or InCommon has given written notice of termination of this Agreement at least 90 days prior to January 1 or within 30 days from the date of notice of Annual Participation Fees, whichever is later.

- iii. Payment of Fees. All Fees must be paid, using any of the several methods outlined on the invoice, within 60 days of the issuance date of the invoice.

## 5. Term

- a. *Term.* This Agreement comes into force on the date of the last signature below and remains in force through December 31 of the current calendar year (unless terminated sooner) and from year to year thereafter, January 1 through December 31, unless either InCommon or Participant notifies the other to the contrary as provided in Section 4.b.ii, 5.b, or 5.c. Notwithstanding the foregoing, Participant shall be bound by the terms of this agreement in any year that it pays its annual participation fee through the effective date of the termination.
- b. *Participant Withdrawal from InCommon Federation.* Participant shall be permitted to withdraw from participation in the Federation at any time by giving written notice to InCommon of its intent to terminate its participation. If Participant withdraws from the Federation under this Section 5.b, Participant shall not be entitled to a refund of its Registration or Annual Participation Fees.
- c. *Termination.* This Agreement may be terminated for cause by either party for failure of the other party to comply with or to perform any term, condition, representation or covenant contained in this Agreement and such failure continues for ten (10) business days after written notice from the other party thereof. Furthermore, Participant's participation in the Federation may be terminated with cause at any time by the majority vote of a quorum of the InCommon Steering Committee. If Participant is terminated from the Federation under this Section 5.c, Participant shall not be entitled to a refund of its Registration or Annual Participation Fees.

## 6. Participant Responsibilities

Participant covenants and agrees to do the following during the term of this Agreement in addition to any other obligations specified herein:

- a. Employ software in conformance with the document, "InCommon Federation Software Guidelines," available on the InCommon website;

- b. Support and make use of the identity attributes described in the document “InCommon Federation Attribute Overview” available on the InCommon website;
- c. Provide InCommon with accurate technical and administrative data elements that describe the participating system entities and their properties, support and facilitate the Federation’s policy and operational goals (collectively, “Metadata”).
- d. Reserved.
- e. Provide contact information as defined in Baseline Expectations for Trust in Federation, available on the InCommon website, to facilitate contact by other Participants and/or any Co-Federation Participant, and identify to InCommon certain organizational representatives as outlined in Section 18 and keep InCommon apprised of any changes to the individuals assigned to these trusted roles;
- f. Bear its own costs and expenses in connection with its participation in InCommon, including without limitation compensation of its employees, and all travel and living expenses associated with the Participant’s participation in any meetings and conferences;
- g. Agrees not to participate in the Federation in a manner that violates applicable (to the best of its knowledge) international, federal, state or local laws and rules, or in a manner that interferes or could interfere with services provided to others;
- h. Agrees to adhere to the community-defined Baseline Expectations for Trust in Federation to support trustworthy and reliable interoperability between Identity Provider systems (“IdPs”) and Service Provider systems (“SPs”).

7. InCommon Federation Services

a. *System Registrations*

Any participant – Higher Education, Research Organization, or Sponsored Partner – may register with the Federation any number of IdPs allowed per Annual Fee Package (see Fee Schedule) that will offer identity assertions to other InCommon Participants. Such an IdP must abide by this Agreement and the rules and policies of InCommon. Participant agrees to be responsible for the actions of all IdPs registered by Participant.

Any participant – Higher Education, Research Organization, or Sponsored Partner – may register with the Federation any number of SPs allowed per Annual Fee Package that will provide access to on-line resources based at least in part on

identity assertions provided by InCommon Participant IdPs.

All Participant's systems (IdPs and SPs) must be under the management control of Participant. Participant may not register third party systems of any type.

b. *Metadata*

InCommon will collect Metadata from Participants and other metadata registrars. Participant agrees that InCommon may publish Participant's Metadata publicly and share that data as non-confidential public data. Participant further agrees that it may receive and consume Metadata about other systems through its participation in the Federation that also may contain non-confidential public data.

InCommon will use reasonable efforts to periodically provide Participant Metadata. InCommon will clearly mark Metadata that has been registered with InCommon and will provide the Metadata collected from any Co-Federations or other registrar sources from time to time. THIS METADATA IS PROVIDED ON A BEST EFFORT BASIS AND IS NOT WARRANTED NOR GUARANTEED TO BE COMPLETE, CORRECT, OR FIT FOR ANY PARTICULAR PURPOSE. PARTICIPANT CONSENTS TO RECEIVING SUCH METADATA FROM INCOMMON AND TO INCOMMON SHARING PARTICIPANT'S METADATA PUBLICLY AND WITHOUT LIMIT, INCLUDING NON-EXCLUSIVE WORLDWIDE DISTRIBUTION.

InCommon may transfer the Metadata to other Participants and Co-Federation Participants or to other third parties as needed to fulfill its obligations under this Agreement. This means that Metadata will be sent across borders and to countries or jurisdictions around the world, as needed. By participating in the Federation, Participant consents to: (1) the use of the Metadata for the purposes identified herein; and (2) the transfer of the Metadata outside of the United States.

8. Respect for Intellectual Property

Participant agrees, and agrees to advise its end-users as Participant deems appropriate, to respect the copyright on any content accessed by virtue of participation in the Federation or through or by other InCommon Participants, in accordance with the terms and conditions established by the InCommon Participant(s) providing access to that content. Participant also agrees, and agrees to advise its end-users as Participant deems appropriate, to abide by the terms of any copyrights applicable to the use of InCommon software, documents, or other materials developed by the Federation or Federation Participants. None of this is intended to change any copyright rights.

9. Respect for Identity Information

- a. Participant agrees to respect the privacy of and any other constraints placed on identity information that it might receive from other Participants or any Co-

Federation Participants. In particular, Participant understands that it may not permanently store, share, disclose or use for any purpose other than its intended purpose any identity information that it receives from another Participant or Co-Federation Participant without express written permission of the other Participant or Co-Federation Participant. Participant understands that the storing and sharing of resources is between the Participant and the other Participants and/or Co-Federation Participants and is not the responsibility of InCommon.

- b. InCommon strongly recommends that Service Provider systems may temporarily cache identity attributes/credentials that are supplied by IdPs for operational efficiency or sequential, repeated authentication purposes within a given session or reasonable length episode. InCommon further recommends that any shared attributes/credentials should not be used for any purpose other than the original purpose or intent, and that such attributes/credentials should be destroyed at the end of the session or episode in which they are needed. This temporary storage of credentials shall not be deemed as permanent storage for the purposes of this Agreement.

#### 10. Dispute Resolution Procedures For Participants

In the event of any dispute or disagreement between two or more InCommon Participants (“Disputing Participants”) arising out of or pertaining to their participation in the Federation, the Parties agree to make every reasonable attempt to resolve the dispute between or among themselves. In the case that such a dispute cannot be so resolved, the Disputing Participants may use InCommon’s Community Dispute Resolution Process, documented on the InCommon website.

If the dispute is between an InCommon Participant and InCommon and arises out of or pertains to the participation in the Federation, the InCommon Participant(s) shall submit the dispute to the InCommon Steering Committee following procedures defined in the FOPP. The InCommon Steering Committee shall resolve the dispute in the best interest of the Federation.

Participant agrees that all decisions by the InCommon Steering Committee concerning disputes shall be final, provided that Participant may terminate its participation in the Federation (per Section 5.b) if it disagrees with a decision of the InCommon Steering Committee and shall not be bound by such decision.

#### 11. Disclaimer and Limitation on Liability

- a. ANY SERVICE PROVIDED FOR HEREIN BY INCOMMON OR ANY OF INCOMMON’S THIRD PARTY SERVICE PROVIDERS IS PROVIDED ON AN AS IS, AS AVAILABLE BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR

A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INCOMMON EXPRESSLY DISCLAIMS, ON BEHALF OF ITSELF AND INTERNET2 AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS AND CONTRACTORS, ANY REPRESENTATION OR WARRANTY THAT ANY SERVICE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. NO STATEMENT, ORAL OR WRITTEN, GIVEN BY INCOMMON, ANY OF ITS EMPLOYEES, OR ANY OTHER PERSON WILL CREATE A WARRANTY, NOR MAY ANY PARTICIPANT OR OTHER PERSON RELY ON ANY SUCH STATEMENT FOR ANY PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, INCOMMON'S, INTERNET2'S AND EACH OF THEIR RESPECTIVE AFFILIATES', AGENTS' AND CONTRACTORS' TOTAL AND AGGREGATE LIABILITY FOR ANY LIABILITIES, LOSSES, JUDGMENTS, DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES), WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHERWISE, UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEPT FOR DIRECT DAMAGES RESULTING SOLELY FROM INTENTIONAL AND WILLFUL ACTIONS OF INCOMMON, INTERNET2 AND EACH OF THEIR RESPECTIVE AFFILIATES, AGENTS AND CONTRACTORS, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE ANNUAL PARTICIPATION FEE PAID BY THE PARTICIPANT TO INCOMMON UNDER THIS AGREEMENT DURING ANY CONSECUTIVE TWELVE (12) MONTH PERIOD, MULTIPLIED BY A FRACTION, THE NUMERATOR OF WHICH IS THE NUMBER OF MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE DATE OF THE FIRST EVENT GIVING RISE TO THE CLAIM IN SUCH CONSECUTIVE TWELVE (12) MONTH PERIOD AND THE DENOMINATOR OF WHICH IS TWELVE (12).

- b. InCommon and its third party service providers reserve the right to interrupt, suspend or reduce the provision of any Service to Participant, or any other person, including the Participant's end users, when such action is necessary in InCommon's sole judgment. A Co-Federation and its third party service providers may also have the right to interrupt, suspend or reduce the provision of any Service to Participant or any other person, including the Participant's end users pursuant to the terms and conditions of the policies of such Co-Federation. InCommon will endeavor where reasonably possible, but does not promise, to provide advance notice to Participant of any such interruption, suspension, or reduction. As soon as possible following the interruption, suspension, or reduction InCommon will contact the Participant in an attempt to resolve any problems and restore Service. INCOMMON, INCOMMON'S THIRD PARTY SERVICE PROVIDERS, INTERNET2, AND EACH OF THEIR AFFILIATES, CONTRACTORS AND AGENTS SHALL NOT BE LIABLE TO PARTICIPANT OR OTHER PERSON FOR ANY ERROR IN



TRANSMISSION OR LACK THEREOF OF THE SERVICES (WHETHER PROVIDED BY INCOMMON, INCOMMON'S THIRD PARTY SERVICE PROVIDERS OR A CO-FEDERATION OR CO-FEDERATION THIRD PARTY SERVICE PROVIDERS) OR FOR ANY INTERRUPTION OR TERMINATION OF THE SERVICES, EITHER PARTIAL OR TOTAL, WHETHER OR NOT PRIOR NOTICE OF ANY SUCH INTERRUPTION OR TERMINATION HAS BEEN GIVEN, PROVIDED THAT SUCH INTERRUPTION OR TERMINATION IS EITHER (1) ACCIDENTAL (INCLUDING ANY ERROR DUE TO THE NEGLIGENCE OF ANY PERSON) OR (2) AN INTENTIONAL ACTION OR DECISION OF INCOMMON WHICH IS THOUGHT NECESSARY BY INCOMMON IN INCOMMON'S SOLE JUDGMENT.

- c. Neither InCommon nor Internet2 shall be liable to Participant (or its end-users) or any other person for claims or damages caused in whole or part by (i) the fault or negligence of Participant or by the failure of Participant to perform its responsibilities; (ii) third party claims against Participant, except to the extent that such claims arise solely from the intentional and willful actions of InCommon or Internet2; or (iii) any act or omission of any other party furnishing products or services to InCommon or Participant (including, for the avoidance of doubt, any Co-Federation). Furthermore, InCommon, Internet2 and each of their respective affiliates, contractors and agents shall not be liable, either in contract, in tort or otherwise, for unauthorized access to Participant's transmission facilities, its equipment, or unauthorized access to or alteration, delay, theft or destruction of Participant's (or its end users') data files, Metadata, programs, procedures or other information, no matter the cause, except for direct damages arising solely from the intentional and willful actions of InCommon.
- d. InCommon does not endorse any content including but not limited to Metadata, audio, video, text, data or other communications originating or transmitted from any site owned or operated by Participant, including any third party content or materials, routed to, passed through and/or stored on or otherwise transmitted or routed to any other Participant, Co-Federation Participant or user ("Participant Content") or any opinion, recommendation, or advice expressed therein. InCommon does not intend to review the Participant Content, and Participant assumes all responsibility for use of such Participant Content. Participant shall make no claim against InCommon regarding said Participant Content.
- e. The Steering Committee of InCommon or its designees, is responsible for the governing policies of the Federation, its purposes and uses, and Participant agrees to be bound by its official, approved policies with regard to Federation participation.

- f. Participant acknowledges that InCommon does not conduct its own review or due diligence concerning the qualifications of prospective participants in the Federation, but instead relies on the promises made by Participants that they will observe and abide by all operating, intellectual property, and other requirements imposed by InCommon or other Participants in connection with their participation in the Federation. Participant also acknowledges that InCommon does not have any input or control over the admittance of participants into any Co-Federations.

## 12. Insurance

Participant covenants and agrees to obtain and maintain in force, at its own expense, throughout the term of this Agreement, commercial general liability insurance coverage with a combined single limit of not less than \$3,000,000.00 each occurrence or its equivalent, whether such insurance is maintained through self-insurance or through third party insurance, against claims, regardless of when asserted, that may arise out of, or result from, Participant's participation in the Federation.

## 13. Severability and Assignment

If any provision of this Agreement or the application thereof in any circumstances, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision(s) in every other respect and the rest of the provisions of this Agreement shall remain in effect, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereto. This Agreement is not assignable by Participant without the express written consent of InCommon.

## 14. Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties hereto, except as provided for in Section 11 with respect to Internet2, and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto, any legal or equitable rights hereunder.

## 15. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Delaware, and exclusive venue for any and all disputes under law or jurisprudence hereunder shall lie in the state or federal courts located in the State of Delaware.

## 16. No Joint Venture

Nothing herein shall be construed as creating a partnership, employment or agency relationship between the Parties or as authorizing any party to act as agent for any other party.

17. Modification

This Agreement may be modified only by written consent of the Parties; provided, however, that InCommon retains the right to amend this Agreement unilaterally to conform to any modifications made by InCommon to its policies if so approved by the InCommon Steering Committee. Any such unilateral changes shall be presented to Participant at least ninety (90) days before they are to take effect, and InCommon will work in good faith with Participant to negotiate and resolve any issues raised by such changes that may be of concern to Participant. Each participant’s continued participation in InCommon after the change takes effect will constitute its continuing agreement to this Agreement as so modified. Each participant, including Participant, has the right to terminate this Agreement if it is modified in any way that is not acceptable to the Participant.

18. Authorization of Executive

The following person has been designated as the InCommon Executive for Participant (“Participant Executive”) regarding InCommon Participation. This Participant Executive serves as the main point of contact for matters that affect InCommon as a community of Participants. The Participant Executive also represents Participant regarding all decisions and delegations of authority for the responsibilities of InCommon Participants, including but not limited to payment of invoices, and assigning any person in the trusted Administrator role who submits Certificates and metadata, and performs other administrative duties as described herein.

Participant Executive Contact Information

Name \_\_\_\_\_

Title \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

19. Billing and Notices

All notices and other communications hereunder may be delivered to Participant or InCommon by postal mail, email, or facsimile to the following respective addresses, unless or until otherwise notified by the Participant or InCommon in writing to the other party:

Participant Billing and Notices Contact Information

Name \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

## InCommon Contact Information:

InCommon, LLC  
c/o Internet2  
3520 Green Court, Suite 200  
Ann Arbor, MI 48105  
Email address: help@incommon.org  
Telephone: 734-913-4259

### 20. Entire Agreement

This Agreement sets forth the entire understanding of the Parties with regard to the subject matter hereof and merges and supersedes all prior communications or discussions, oral or written, with regard thereto, and no changes, modifications or amendments to this Agreement, including terms and conditions contained in a Purchase Order or similar document submitted after the execution of this Agreement, shall be binding unless agreed by all Parties in writing as defined in Section 17 above. Accordingly, in no event shall preprinted terms or conditions found on any Purchase Order or similar document issued by or on behalf of Participant be considered part of, or an amendment or modification to, this Agreement. No party to this Agreement may assign or delegate any rights or interests under this Agreement without each other party's prior written consent.

### 21. Survival of Provisions

Sections 8, 11, 14, 20, and 21 shall survive the expiration or termination of this Agreement.

### 22. Execution of this Agreement

This Agreement becomes effective when signed by an officer of each party empowered to enter into legally binding contracts on behalf of their respective organizations.

### 23. Counterparts; Signatures

This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by PDF format, facsimile, or by other electronic means shall be considered original for purposes of the Agreement.

### 24. Commercial Participants: Indemnification

This Section 24 only applies to Participants that are commercial entities, or for-profit entities whose primary purpose is to generate profit. Participant shall indemnify, defend, and hold InCommon and Internet2 and each of their respective subsidiaries, affiliates, directors, trustees, officers, and employees, harmless for any damages, losses, claims, or

suits (including reasonable attorney’s fees) arising out of or related to Participant’s participation in the Federation and any Co-Federation, including but not limited to any claims regarding inaccurate or offensive content, infringing content, or content that would be invasive of another person’s privacy.

Agreed to on behalf of Participant by:

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

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

*Title* \_\_\_\_\_

Accepted on behalf of InCommon by:

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

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

*Title* \_\_\_\_\_

## **Attachment: InCommon: Service Fee Schedule**

Each Participant in the InCommon Federation pays a one-time registration fee and also an annual fee. **The one-time registration fee** covers the costs of vetting your organization and the identity proofing of your executive and administrator. This fee is paid by credit card when you submit your on-line registration form. **Annual fees** support the ongoing operations of InCommon and are prorated on a daily basis in the first year, based on the day and month in which a participant joins. After this first year, annual fees for all Participants are not prorated and are due on January 1.

Annual fees include the registration of one (1) identity management system and up to fifty (50) service provider entities. A participant may only register a system over which it has management control. Third party systems are not permitted as outlined in the Participation Agreement.

**The base annual package** allows for up to 50 Service Provider (SP) IDs, which are registered individually as needed. With the registration of the 51st SP, InCommon will issue an invoice for another package of 50 as part of the next year's annual fee. Higher Education Participants are strongly encouraged to register only one identity management system, though they may register additional systems. InCommon must approve registration of any additional identity management systems. Such a case would require an additional fee package as outlined below.

InCommon fees recover the costs of providing services to Federation Participants and are determined and reviewed by the InCommon Steering Committee.

### **Fee Schedules**

**Fee schedules are available on the InCommon website:**

<https://incommon.org/join-incommon/fees/>

## Addendum to Participation Agreement

This **Addendum** is made effective as of \_\_\_\_\_ (“**Effective Date**”) between InCommon, LLC (“**InCommon**”) and \_\_\_\_\_ (“**Participant**”), a community college district of California. InCommon and Participant are sometimes referred to herein individually as a “**Party**” and collectively as “**Parties.**”

### I. Recitals

**A.** InCommon and the California Community College Chancellor’s Office (“**CCCCO**”) entered into a Participation Agreement (“**CCCCO Agreement**”) signed on September 20, 2012.

**B.** InCommon and the CCCCCO entered into a supplemental agreement (“**CCCCO Supplement**”) with an effective date of January 1, 2015 to assist the community college districts of California in joining the InCommon Federation.

**C.** The Parties entered into a Participation Agreement (“**Agreement**”) effective as of \_\_\_\_\_ pursuant to the CCCCCO Agreement and CCCCCO Supplement; and

**D.** The Parties desire to modify the terms of that Agreement.

### **II. Modification to the Agreement**

The Agreement shall be modified as follows:

1. Subsection 4.b.i, “Registration Fee,” is deleted in its entirety and marked as “Reserved.”
2. Subsection 4.b.ii, “Annual Participation Fee,” is modified by adding the following sentence to the end of the subsection: “Notwithstanding the foregoing, in any year that Participant’s annual fees are included in the Annual Participation Fees assessed to and paid by the California Community College Chancellor's Office, no annual fees will be assessed to Participant.”

Subsection 4.b.iii, “Payment of Fees,” is deleted in its entirety and marked as “Reserved.”



### III. Acceptance of Terms

Except as specifically modified herein, the Agreement and all other amendments shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall govern with respect to the subject matter of this Addendum. Unless otherwise defined herein, capitalized words used in this Addendum shall have the meaning ascribed to them in the Agreement.

The Parties agree to be bound by this Addendum as of the Effective Date.

#### Participant

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

#### InCommon LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_