

**ADDENDUM TO THE INCOMMON PARTICIPATION AGREEMENT
COVERING PARTICIPATION IN THE
INCOMMON IDENTITY ASSURANCE PROGRAM**

v. 12 March 2013

This Addendum ("Addendum") to the InCommon Participation Agreement ("Agreement") between InCommon and Participant is made by and between InCommon LLC ("InCommon"), and _____ ("Participant") individually a "Party" and collectively the "Parties." The Agreement and this Addendum define the terms and conditions under which Participant may use InCommon's Identity Assurance Program ("Program"), which Program is described in the InCommon Identity Assurance Assessment Framework (IAAF) and Identity Assurance Profiles (IAPs) and other documentation located on the InCommon website at <http://assurance.incommon.org/>. Use of the Program is optional and is in addition to the basic services and community of InCommon, of which Participant's participation is separately addressed in the Agreement.

Under this Program, InCommon develops and maintains standards for InCommon Participants that wish to be recognized as compliant with certain practices and system requirements. This Addendum concerns only those Identity Provider (IdP) operations identified by Participant in the attached Participant IdP Operations Data Form(s) ("Data Form"). Those IdP operations may support one or more IdP that can issue identity assertions to various InCommon Participants' online Service Providers. Such identity assertions may include one or more qualifiers that indicate conformance with InCommon IAP(s) as defined in this Addendum.

Whereas

- Participant wishes to become certified by InCommon under the Program as conforming with one or more of the IAPs identified in the attached Data Form; and
- Participant has delivered to InCommon all documentation required by InCommon confirming such conformance as of the audit date specified; and
- InCommon has reviewed said documentation and found it to demonstrate to InCommon's satisfaction that Participant's IdP operations are in conformance with the IAP(s) identified in the attached Data Form.

Now therefore the Parties agree with and to the following:

Under the Program, InCommon certifies, and defines certification to mean: (a) that Participant has submitted all necessary documentation, in which Participant, among other things, represents that Participant is fully responsible for the conformance of its IdP operations with the IAP(s) identified, (b) that Participant represents that said documentation is accurate and demonstrates conformance with those IAPs, and (c) that InCommon is satisfied with Participant's documented conformance. InCommon reviews the documentation provided by Participant for completeness and conformance with the Program but does not perform any independent verification of Participant's representations, auditor qualifications or the facts or conclusions set forth in Participant's submitted documentation. Such certification will remain valid as long as Participant remains in

conformance with the Program as required by the Program and with all of the terms and conditions of this Addendum.

A. Agreement and Addendum. The terms and conditions contained in this Addendum supplement and are in addition to the terms and conditions in the Participation Agreement (“Agreement”) between the Parties dated _____, which Agreement shall also govern the subject matter of this Addendum. In the event of a conflict between the Addendum and the Agreement, however, the terms of the Addendum shall prevail. Silence does not create a conflict.

In addition, the attached document **US Federal ICAM Privacy Assurance Criteria** is incorporated herein by reference.

B. Participant Representations. Participant represents the following:

1. If an Audit summary report is submitted as evidence of conformance, then:

1.1. **Audit.** Participant has employed an auditor (“Auditor”) to perform the assessment and audit of Participant’s specified IdP operations (“Audit”) in full conformance with the process defined in the IAAF and relevant IAPs. Participant has fully reviewed the Audit and is in agreement with all of its conclusions and summary.

1.2. **Auditor.** Participant’s Auditor is sufficiently independent from the division of Participant’s organization that is responsible for IdP operations and is qualified to perform any audit of an IdP operation as defined in the IAAF, including the Audit(s).

1.3. **Audit is current.** No material change has occurred since the Audit was completed.

2. Representation of Conformance (RoC) with IAPs. Participant's IdP operations are in conformance with the relevant IAP(s) as of the date of execution of this Addendum.

3. Participant IdP Operations Data. The information contained on the attached Data Form is true, accurate, complete and correct information as of the Effective Date (defined below in Section L). Participant will inform InCommon promptly of any changes to this information so that it remains true, accurate, complete and correct as long as this Addendum remains in force.

4. Conformance with US Federal ICAM Privacy Assurance Criteria. Participant is in conformance with all of the requirements defined in the attached **US Federal ICAM Privacy Assurance Criteria** document.

C. Participant Responsibilities. Participant agrees to and shall be bound by the following throughout the term of this Addendum:

1. Continued Conformance with Identity Assurance Program. Participant will take all necessary steps to remain in conformance with the Program and the IAP(s) identified in the attached Data Form. In accordance with the IAAF and IAP, Participant must promptly notify InCommon of any security breaches, incidents, changes in policy or practice, or any other matters or things (collectively “Events/Changes”) that affect the Participant IdP operations’ conformance with any requirements of the Program. If there are any Events/Changes that result in deficiency(s) that affect Participant's certification status, as determined by

InCommon, Participant will correct and submit to InCommon documentation confirming such correction within a reasonable period of time as defined by InCommon.

2. **Identity Assurance Qualifiers.** Participant will label an assertion of identity for an individual person ("Subject") as conforming to one or more IAP(s) identified in the Data Form only if (a) its IdP operations have been certified by InCommon for that IAP, and (b) all requirements for the relevant IAP are in effect for that Subject at all times such assertions are made.
3. **Renewal of Certification.** Participant will send to InCommon a new Data Form executed by Participant and any other documentation required by InCommon as part of Participant's certification renewal, at intervals as required by the IAAF or relevant IAP. Participant will submit all documentation required for renewal of certification at least 30 days prior to the date of expiration of the then current certification regardless of whether InCommon sends prior notice of such expiration to Participant. Failure of Participant to deliver the required documentation by the date required may result in suspension of certification as described in Sections D.2. and G.
4. **Revisions to Framework and Profiles.** Upon notification by InCommon of changes to the IAAF and/or IAP as described in Section D.3, Participant will document conformance with the new version of each relevant document or profile in a manner and by a date determined by InCommon which shall be no less than 6 months from the date of notification. Failure to submit the required documentation by the required date may result in Suspension of Certification status or Termination.
5. **Continued Conformance with US Federal ICAM Privacy Assurance Criteria.** Participant will remain in conformance with all of the requirements defined in the attached **US Federal ICAM Privacy Assurance Criteria** document as long as this Addendum is in force or until notified by InCommon that these requirements no longer apply.

D. InCommon Responsibilities.

1. **Declaration of Participant Certification.** As soon as feasible after the Effective Date of this Addendum, InCommon will add information to Participant's IdP metadata maintained by InCommon indicating that Participant's IdP(s) identified on the attached Data Form is (are) certified by InCommon to be in conformance with the respective identified IAP(s). InCommon will add this declaration of certification to all subsequent versions of IdP metadata until termination of this Addendum, expiration or suspension of Participant's certification, or further notice from Participant. Any decision to add or remove this declaration is InCommon's alone.
2. **Renewal of Certification.** Upon receipt of documentation provided by Participant in conjunction with a request for renewal of certification as required in section C.3 above, InCommon will review and act on such request in a timely manner. If the required documentation is not received by InCommon at least 30 days prior to the last date for which the current certification is valid thus delaying InCommon's review period, InCommon may declare on the date of expiration of certification that Participant has failed to perform its obligations under this Addendum and may further, at its sole discretion, either suspend certification as defined in section G until reasonable time has occurred for InCommon's

review of Participant's overdue documentation, or terminate this Addendum per section H.2.

- 3. Framework and Profile Revisions.** InCommon reserves the right to revise the IAAF and/or IAP from time to time as described in InCommon Federation Operating Policies and Practices (FOPP). InCommon will communicate any material changes to these documents to Participant via email and by announcement on the website listed above. Section C.4 describes Participant's responsibilities after notification.
 - 4. Notice of Non-Conformance.** InCommon will inform Participant of any concerns or issues brought to InCommon's attention by a third party regarding Participant's continued conformance with the IAP(s) for which it has been certified. InCommon will cooperate with Participant as described in the IAAF to resolve any such issues. If resolution is not achieved within a reasonable time period as determined by InCommon, InCommon may suspend Participant's certification status as provided in section G below or terminate this Addendum as provided in section H.2 below.
 - 5. Confidentiality.** InCommon will not disclose any non-public documents submitted by Participant in conjunction with this Addendum that are labeled confidential from disclosure to any party except (1) individuals who are members of the InCommon Assurance Advisory Committee or InCommon Steering Committee and who have agreed to keep the information confidential, or (2) as otherwise required by law, government regulation or court of competent jurisdiction or as necessary in any proceeding to enforce or establish InCommon's rights or Participant's obligations under this Addendum or the Agreement.
- E. Renewal of Addendum.** Unless terminated as described below, this Addendum will renew as described in section 5 of the Agreement as long as the Agreement with Participant remains in force.
- F. Changes to this Addendum.** From time to time InCommon may modify this Addendum as defined in the Agreement, "Modification" section. Such modifications will become effective 30 days after notification to Participant. Participant may choose not to accept the revisions by terminating this Addendum pursuant to section H.1 below.
- G. Suspension of Certification.** If Participant fails to fulfill any of its duties as defined in this Addendum, InCommon may suspend Participant's certifications by removing any or all declarations of certification status from Participant's IdP metadata. InCommon will notify Participant of the Suspension and the reasons for the Suspension. Declarations of certification status will be restored when satisfactory documentation confirming correction of such deficiency(s) is received and approved by InCommon. InCommon will not incur any liability to Participant as a result of such suspension. InCommon remains liable for intentional and willful misconduct in its duties as described in section 11 of the Agreement.
- H. Termination** Termination may be initiated by Participant or by InCommon.
- 1. Termination by Participant.** Participant may terminate this Addendum at any time by submitting a letter in writing to InCommon.

2. **Termination by InCommon.** InCommon may terminate this Addendum by submitting a letter in writing to Participant for cause if Participant fails to perform any of its duties defined herein or ceases to be eligible for inclusion in the Program.
3. **Termination of Program by InCommon.** InCommon at its sole discretion may terminate the Program and this Addendum at any time with a minimum of 12 months prior notice to Participant.

If either Party terminates this Addendum, unless expressly stated otherwise, such Party will not incur any liability to the other Party solely as a result of such termination. Upon termination of this Addendum, InCommon will remove all declarations of certification added to Participant's metadata as described in section D.1.

Termination of this Addendum will be separate from Participant's standing as an InCommon Participant. Upon termination of this Addendum, the Agreement and any other Addenda between the Parties will remain in full force unless terminated separately for reasons permitted under the Agreement, other Addenda, or applicable law. However, this Addendum will terminate automatically when the Agreement terminates or expires. Under no circumstances will this Addendum survive the expiration or early termination of the Agreement.

- I. **DISCLAIMER. INCOMMON MAKES NO REPRESENTATION OR WARRANTY REGARDING THE FITNESS OF ANY IAP OR DECLARATION OF CERTIFICATION FOR ANY PURPOSE NOR DOES INCOMMON MAKE ANY REPRESENTATION OR WARRANTY THAT ANY PERSON OR ENTITY WILL ACCEPT CERTIFICATION OF CONFORMANCE WITH ANY IAP TO BE SUFFICIENT FOR ANY PURPOSE. FURTHERMORE, PARTICIPANT'S ADHERENCE TO ANY PARTICULAR INCOMMON IDENTITY ASSURANCE PROFILE IS BASED ON EVIDENCE AND REPRESENTATIONS PROVIDED BY PARTICIPANT OR PARTICIPANT'S AUDITOR. INCOMMON DOES NOT ENGAGE IN ANY OF ITS OWN DUE DILIGENCE CONCERNING THE POLICIES OR PRACTICES OF ANY PARTICIPANT NOR DOES INCOMMON PERFORM ANY INDEPENDENT VERIFICATION OF PARTICIPANT REPRESENTATIONS, AUDITORS, ASSESSMENTS, OR AUDITS. FURTHERMORE, UNDER THIS ADDENDUM, INCOMMON DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

J. **Fees.**

- 1) **Annual Fees.** Participant must pay annual Assurance program fees ("Assurance Fees") as defined in the published fee schedule on InCommon's website. All InCommon fees, including Assurance Fees, may be modified as described in the Agreement. Assurance Fees are annually assessed as described in the Agreement. The first year's Assurance Fees are prorated as described on the Assurance Fee schedule.
- 2) **Payment of Fees.** Participant must pay Assurance Fees by any of several methods outlined on the relevant invoice within 60 days of the invoice's issuance date. Suspension of Certification, Termination or expiration of this Addendum, regardless of the reason, does not release Participant from payment of past fees due.
- 3) **Refunds.** Assurance Fees are non-refundable.

- K. Logos.** InCommon grants Participant a limited, non-exclusive, non-transferable license to display InCommon Identity Assurance logos provided by InCommon for the profiles to which Participant has been certified for as long as each relevant certification is valid and not suspended, and as long as the logo usage remains in compliance with the logo usage policy on the InCommon website.

- L. Agreement.** Each of the Parties has agreed to the terms and conditions set forth in this Addendum as evidenced by their signatures below. This Addendum comes into effect as of the date of the latest signature (the "Effective Date").

Participant	InCommon
<i>Signature</i> _____	<i>Signature</i> _____
<i>Date</i> _____	<i>Date</i> _____
<i>Print Name</i> _____	<i>Print Name</i> _____
<i>Title</i> _____	<i>Title</i> _____

Attachment 1
Participant Identity Provider Operations Data Form

The information contained herein identifies Participant's IdP(s) that are the subject(s) of this InCommon Identity Assurance Addendum to the InCommon Participation Agreement.

1. Determination of Conformance

1.1. BRONZE

Check here if participant is applying for Bronze certification by Representation of Conformance by signing this Assurance Addendum.

-OR-

Title of the corresponding audit summary document submitted in support of this certification:

_____ Dated: _____

1.2. SILVER

Title of the corresponding audit summary document submitted in support of this certification:

_____ Dated: _____

2. IdP Entity Identifiers (Entity Ids) and InCommon IAP(s) and profile name(s):

2.1. Entity Id _____

InCommon IAP(s) properly associated with this Entity Id:

[] InCommon Bronze IAP, version _____ Dated: _____

[] InCommon Silver IAP, version _____ Dated: _____

2.2. Entity Id _____

InCommon IAP(s) properly associated with this Entity Id:

[] InCommon Bronze IAP, version _____ Dated _____

[] InCommon Silver IAP, version _____ Dated _____

[insert additional Entity IDs as necessary]

US Federal ICAM Privacy Assurance Criteria

An InCommon Participant that configures its IdP to facilitate access to federal government agency applications must affirm that its practices are consistent with the requirements stated below.

The privacy practices in this document are generally comparable with the privacy criteria defined by the Federal Identity, Credentialing, and Access Management (FICAM) program in its Trust Framework Provider Adoption Process (TFPAP)¹. Additionally, InCommon has accepted the FICAM Privacy Guidance for Trust Framework Assessors and Auditors, Version 1.0, as an assessment guide. The guide should be reviewed and considered by Auditors when determining whether an Identity Provider intending to interact with Federal agency applications should be approved against the requirements in this document, and during re-assessment audits required for renewal of a certification. The full guide document can be found on the Federal Identity, Credential and Access Management website or by following this link:

http://www.idmanagement.gov/documents/Guidance_for_Assessors.pdf

Participant agrees to and shall perform the following throughout the term of this Addendum:

1. Use of the IdP to connect with federal agency applications

Personnel and students who are required to make use of the IdP to connect with a federal agency application for business or educational purposes are given written notice, prior to the first use of the IdP for that purpose, regarding the federal agency application and identity information that will be transmitted to it. Written notice may be in paper or electronic form.

The IdP will use an approved U.S. Federal government profile when interacting with Federal agency web sites.

2. Participation in the IdP Service

Participation in the IdP service is incorporated as part of accepting enrollment in the institution's academic or research programs or entering into an employment contract.

3. Identity Provider service description

IdP Subjects are provided with a general description of the IdP service and how it operates. The service description also defines what personal information is collected, how it is managed and how errors or other concerns may be resolved.

4. Information provided to federal agency applications

Information will be made available to a federal agency application only if there is prior agreement between the institution and the federal agency regarding what that information will comprise. Such information will be the least required. Whenever possible, an abstract identifier unique to the Subject will be used instead of personally identifying information (PII).

The IdP will transmit only the information that is required by the federal application.

¹ <http://www.idmanagement.gov/documents/TrustFrameworkProviderAdoptionProcess.pdf>

5. Protection of personal data

PII recorded for Subjects is protected in storage and transmission as required by the InCommon IAP. IdP transaction data is collected and used strictly for problem resolution such as determining why a particular identity assertion was not successful or responding to a misuse of IdP privileges.

IdP transaction data is never made available to third parties except as might be required by law or regulation or as required for problem resolution by authorized individuals. IdP log files and databases are secured against unauthorized access and information that is no longer needed is destroyed.

6. Problem resolution

Should an identity Subject or a relying party have concerns about whether the IdP is in compliance with the above or with any aspect of the IdP service as defined, the institution has established procedures for resolution of such concerns.