**ADDENDUM TO THE INCOMMON PARTICIPATION AGREEMENT FOR STEWARDS**

This Addendum (“Addendum”) effective as of [date] (“Effective Date”) supplements and is incorporated by reference into the InCommon Participation Agreement between InCommon and Participant (“Agreement”). This Addendum governs Participant’s and its RCs’ (as defined below) participation in the Federation and InCommon’s steward program (the “Steward Program”). All capitalized terms not defined herein shall have the meanings given to them in the Agreement or the InCommon Federation Operating Practices and Procedures (“FOPP”).

1. **Definitions.** 
   1. **“Management Control”** means that Participant has direct control over an RC’s IdPs and SPs that are being operated by Participant on behalf of its RCs.
   2. **“Onboarding”** means permitting a RC to access the Federation services of InCommon or otherwise participate as a RC in the Federation.
   3. **“Represented Constituent”** or **“RC”** means an entity that (a) is a K-12 school or school district or central office or agency, or community college or community college system or agency (each as defined by the state in which the applicable K-12 school or school district or central office or agency, or community college or community college system or agency is located), (b) is located in the U.S., (c) is a member of the community to which the Participant provides its support services, (d) has authorized Participant to act on its behalf as a Steward in connection with InCommon Federation services and the Federation and (e) fulfills any additional requirements set forth in the Steward Governance Documents. An RC is not a participant of InCommon, but it has authorized Participant to operate and register IdPs and SPs on its behalf, using the RC's name and Domain Name System (“**DNS**”) domain in the Metadata for those IdPs and SPs.
   4. **“Steward”** means a Support Consortium participant of InCommon, that is approved by InCommon to be a Steward and has been authorized by its RCs (a) to operate and register IdPs and SPs on their behalf, using the RC's name and DNS domain in the Metadata; (b) to collect their Metadata and provide such Metadata to InCommon to aggregate and process in accordance with the Steward Governance Documents and (c) to perform any other responsibilities and take any other actions described in the Steward Governance Documents on its RCs’ behalf.
   5. “**Steward Governance Documents**” means, collectively, the Agreement (including this Addendum) and the FOPP (including any documents incorporated by reference into the preceding documents).
   6. “**Support Consortium**” means a non-profit organization that provides support services for research and education institutions. A Support Consortium must be (a) a U.S. regional research and education network provider and (b) a Participant (as defined in the FOPP) that is a member of the InCommon support consortium participation class.
2. **Eligibility.**
   1. **Eligibility for Stewards.** To be a Steward, an entity must continually meet the definition of “Steward” set forth in Section 1 and fulfill any additional requirements set forth in the Steward Governance Documents.
   2. **Eligibility for RCs.** To be a RC, an entity must continually meet the definition of “RC” set forth in Section 1. Participant is responsible for the vetting of each of its potential RCs to determine if it meets the applicable eligibility criteria. Participant shall review their RCs’ contacts and eligibility status on an annual basis. If Participant becomes aware that one or more of its RCs fails to meet the applicable eligibility criteria at any time, Participant shall promptly notify InCommon in writing and Participant shall not allow such entity to become or continue to be a RC, as then applicable.
   3. **Restrictions.** A Steward cannot be a RC concurrently with being a Steward and a RC cannot be a participant of InCommon (including, to avoid doubt, being a Steward) concurrently with being a RC. However, an entity that is no longer a Steward or a RC can apply to become a RC or participant of InCommon, respectively, so long as it meets all the applicable eligibility criteria at all times.
3. **Conflict.** To the extent there is a conflict between this Addendum and the Agreement (excluding this Addendum) or the FOPP, the terms of this Addendum shall prevail. Silence does not create a conflict.
4. **Participant Representations.** Participant represents to InCommon the following:
   1. Participant has been authorized to act as a Steward for all purposes contemplated by this Addendum on behalf of its RCs.
   2. Participant has the requisite right and legal authority to execute, deliver and fully perform its obligations under this Addendum.
   3. Prior to the Effective Date, Participant has provided to InCommon the following documents: (a) all guidelines provided by Participant to its then-current RCs relating to their use of the InCommon services and participation in the Steward Program and any other information reasonably requested by InCommon, (b) documentation of Participant’s authorization to act as a Steward for its then-current RCs, (c) the RC and Metadata Review Process (as defined below), and (d) the RC Removal/Withdrawal Policy (as defined below).
   4. Upon receipt and approval of such documents by InCommon, which such approval may be provided via email, Participant will be approved to act as a Steward as to its RCs for InCommon services.
5. **Participant Responsibilities.**
   1. Participant will comply with, and require that its RCs comply with, (a) all applicable laws, rules and regulations relating to their participation in the Federation and the Steward Program and (b) the Steward Governance Documents. Participant will require each of its RCs to agree, if permitted by law, that any rights that InCommon has with respect to Participant as its Steward pursuant to the Steward Governance Documents (other than collecting or paying fees due to InCommon), InCommon shall also have with respect to said RC (i.e., rights related to other RCs are excluded). However, InCommon will exercise any said rights only on written notice to Participant and if the applicable duty is not met by Participant’s performance (except in an emergency situation, as determined by InCommon, InCommon shall have the right to exercise said rights without providing written notice or permitting Participant the opportunity to cure an RC’s breach).
   2. Participant will promptly notify InCommon of any modifications to the documents listed in Section 4.3.
   3. Prior to Onboarding any RCs, Participant must submit to InCommon for its approval, which may be granted in InCommon’s sole discretion, a process by which (a) Participant shall review and evaluate whether an entity is eligible to be its RC and participate in the Steward Program, and (b) Participant shall review each of its RCs’ Metadata (collectively, the “RC and Metadata Review Process”). The RC and Metadata Review Process must incorporate the applicable vetting practices and procedures described in the Steward Governance Documents and other documents that establish InCommon’s verification procedures. Participant shall comply with the approved RC and Metadata Review Process.
   4. Notwithstanding anything to the contrary in the Agreement, and to the fullest extent permitted by applicable law, Participant shall indemnify, defend, and hold InCommon and Internet2 and each of their respective subsidiaries, affiliates (namely, entities more than 50% controlling or controlled by or under common control with InCommon or Internet2), trustees, officers, and employees, harmless for any damages, losses, claims, or suits (including reasonable attorney’s fees) for third party claims arising out of (a) Participant’s and/or its RCs’ negligence or misconduct in participation in the Steward Program, (b) Participant’s and/or its RCs’ breach of the Steward Governance Documents or (c) its RCs’ RC Content (as defined below).
   5. Participant shall operate and register IdPs and SPs with InCommon on behalf of its RCs in accordance with the Steward Governance Documents; provided that, (a) all IdPs and SPs operated or registered by Participant on behalf of its RCs must be under the Management Control of Participant and (b) Participant may not register with InCommon third party IdPs or SPs of any type (except that RCs shall not be considered third parties for the purposes of this sentence).
   6. Participant shall take part in periodic meetings and/or training sessions with InCommon for Participant’s knowledge of InCommon’s policies and practices to remain current.
   7. Participant shall bear all of its own costs and expenses for acting as a Steward. Participant shall require that all of its RCs bear their own costs and expenses relating to participating in the Steward Program as RCs.
6. **Fees.** TBD
7. **Liability.** Except as otherwise provided in the Agreement, Participant shall be fully responsible and liable for (a) negligent actions and omissions and misconduct of its RCs with respect to their participation in the Steward Program under this Addendum, (b) negligent actions and omissions and misconduct of all IdPs and SPs operated or registered by Participant on behalf of its RCs under this Addendum and (c) third party claims against InCommon arising out of the RC’s negligent use or distribution of RC content under this Addendum.
8. **Dispute Resolution Procedure.** In the event of a dispute between a RC and any participant of InCommon (except Participant) that cannot be resolved informally, Participant shall act on behalf of such RC to resolve such dispute in accordance with the dispute resolution procedures set forth in the Agreement and the FOPP. Except for disputes governed by the foregoing, in the event of any other dispute arising out of or pertaining to any of its RCs’ participation in the Steward Program, Participant and the applicable RC shall be responsible for resolving the dispute informally amongst themselves and such disputes shall not be brought to the InCommon Steering Committee, unless otherwise agreed by the InCommon Steering Committee.
9. **Operations.** Participant agrees to make available to all of its RCs the following:
   1. Appropriate documentation and training for its RCs on the InCommon Federation and services as specified in the Steward Governance Documents or on InCommon’s website
   2. a help desk function to provide support for the InCommon Federation services, and
   3. access to InCommon-provided information relating to its RC’s participation in the Steward Program.

1. **Withdrawal and Suspension of RCs.** Prior to the Effective Date and in accordance with Section 4.3 herein, Participant must submit to InCommon for its approval, which may be granted or denied in InCommon’s sole discretion, Participant’s policies and practices for withdrawal/removal of a RC from the Steward Program (“**RC Withdrawal/ Removal Policy**”). The RC Withdrawal/Removal Policy shall be substantially similar to InCommon’s policies and practices with respect to withdrawal and removal of participants of InCommon. Participant shall notify InCommon within five (5) business days of any withdrawal/removal of a RC from the Steward Program.
2. **Withdrawal of Participant from the Steward Program**. Participant may withdraw its designation as a Steward at any time upon written notice to InCommon, and this shall result in the immediate and automatic termination of this Addendum.
3. **Termination of this Addendum by InCommon.**

**11.1 For Cause.** This Addendum (and therefore Participant’s right to be a Steward) may be terminated for cause at any time by InCommon if Participant breaches its obligations in this Addendum or no longer meets the eligibility criteria to be a Steward, and such failure continues for ten (10) business days after written notice from InCommon thereof.

**11.**2 **Without Cause.** This Addendum (and therefore Participant’s right to be a Steward) may be terminated at any time without cause by either Party upon 60 days’ written notice to the other Party.

1. **Effect of Termination of the Agreement or this Addendum.** Termination of the Agreement will result in immediate and automatic termination of this Addendum. Termination of this Addendum shall result in the automatic and immediate termination of each RC’s rights to participate in the Steward Program. If InCommon has a right to terminate this Addendum, InCommon will not incur any liability to Participant solely as a result of such termination. InCommon shall not be liable for the effect of such termination on Participant’s RCs. Termination of this Addendum shall not affect Participant’s status as a participant in InCommon or result in the termination of the Agreement. InCommon will remove a RC’s Metadata as soon as practicable and in any event within thirty (30) days after this Addendum is terminated or such RC’s participation in the Steward Program is terminated, but InCommon is not responsible for notifying Participant or any of its RCs of such removal. The previous sentence shall survive termination of this Addendum. Participant shall not be entitled to any refund of its Fees as a result of termination of this Addendum.
2. **Miscellaneous.**
   1. The Agreement, as modified by this Addendum, is hereby ratified and confirmed and shall remain in full force and effect.
   2. There are no third party beneficiaries to this Addendum and no third party will have any right or cause of action hereunder.
   3. This Addendum may be signed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall have the same effect as if the signatures thereto and hereto were upon the same instrument. A signature delivered by PDF format, facsimile, or by other electronic means shall be considered original for purposes of this Addendum.
3. **InCommon Responsibilities.**
   1. **Policies, Requirements, and Standards.** InCommon agrees to maintain and publish for Participant’s and its RCs’ use the Steward Governance Documents, including documenting any Steward-specific policies, responsibilities, and standards.
   2. **Registration and Management of Participant Policies, Systems, and Technical Components.**
      1. InCommon agrees to maintain and publish for Participant’s and its RCs’ use documentation of InCommon’s operational practices. For the avoidance of doubt, InCommon’s operational commitments are described in the FOPP.
      2. InCommon agrees to work in collaboration with Participant when modifications to operational practices are needed.

**15.3** **Training and Support**. InCommon has the responsibility of providing from time to time as needed reasonable training and support to Participant in its role as a Steward.

Each of the Parties has agreed to the terms and conditions set forth in this Addendum as evidenced by their signatures below.

**Participant** **InCommon, LLC**

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

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

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