

Dear [Contact at Internet2]

This legal notice provides details about changes to the InCommon Participation Agreement (PA) and the InCommon Federation Operating Policies and Practices (FOPP). Please read this note and the attachments below. If you have questions, please contact us at help@incommon.org.

University Corporation for Advanced Internet Development, Inc. d/b/a Internet2 (“Internet2”) is the sole member of InCommon, LLC (“InCommon”), which was created as a service to higher education and research organizations in the U.S. InCommon’s mission is to create and support a common framework for trustworthy shared management of access to on-line resources.

In furtherance of this mission, and specifically to improve interoperability among InCommon Participants and to ensure that the Federation has a common level of trust, InCommon, led by its Community Trust and Assurance Board, has adopted a set of expectations, the Baseline Expectations for Trust in Federation (“Baseline Expectations”), that Identity Providers, Service Providers, and Federation Operators must adhere to going forward. The Baseline Expectations may be found here (www.incommon.org/federation/baseline/) and will become effective on June 15, 2018.

Incident to adopting the Baseline Expectations, Internet2 and the InCommon Steering Committee reviewed the terms and conditions of the Federation Operating Policies and Practices (“FOPP”) and the InCommon Participation Agreement (the “Participation Agreement”) to determine what changes were necessary. The InCommon Steering Committee determined, through discussions with the Participant community, that in addition to referencing the Baseline Expectations in the documents, the Dispute Resolution process should also be changed, in order to more effectively resolve disputes among Participants and to better allow the Baseline Expectations to be enforced. In general, these changes are reflected in the attachments included below.

On March 4, 2018, the InCommon Steering Committee approved the changes to the FOPP and the Participation Agreement. Pursuant to the FOPP, the Steering Committee has the right to amend the FOPP from time to time. In addition, Section 17 of the Participation Agreement grants InCommon the right to amend the Participation Agreement unilaterally to conform to any modifications made by InCommon to its policies (which are contained in the FOPP) if so approved by the InCommon Steering Committee. InCommon now plans to exercise its right to amend each current Participation Agreement as well as require new InCommon Participants to

execute a revised version of the Participation Agreement. InCommon has posted the revised FOPP and form Participation Agreement on its website at www.incommon.org/join.html.

As stated in Section 17 of the Participation Agreement, each participant has 90 days, or until June 15, 2018, to review the changes below. Your organization's ability to participate in the InCommon Federation is contingent on your implicit or explicit acceptance of the revised Participation Agreement. **Unless you object, your continued participation in InCommon after June 15, 2018 will constitute an agreement to be bound by the terms and conditions of the Participation Agreement and FOPP, as amended.**

If you object to some of the changes made to the documents, please reply to this email with the specifics. These requests will be reviewed by InCommon as soon as practicable.

As stated in your Participation Agreement, you may withdraw from InCommon at any time by giving written notice to InCommon of your intent to terminate your participation. Additional terms and conditions governing your termination are set forth in your Participation Agreement.

If you have any questions relating to the modifications to the Participation Agreement or FOPP, please submit them by replying to this email.

Thank you very much for your participation in InCommon. Together, we're working to make identity and access safer and more reliable.

Sincerely,

John S. Morabito
Vice President, General Counsel, and
Corporate Secretary
Internet2

Attachments to the bottom of this note.

- 1) Modifications to the InCommon Federation Operating Policies and Practices
- 2) Modifications to InCommon Participants Agreement

Modifications to the InCommon Federation Operating Policies and Practices

March 13, 2018

The following is a list of the modifications and conforming amendments approved by the InCommon Steering Committee that have been made to the InCommon Federation Operating Policies and Practices.

Introductory paragraphs:

The first paragraph on the first page after the Table of Contents shall be amended to read as follows:

This document describes at a high level how the InCommon organization is structured and how it operates in accordance with the Limited Liability Company Agreement of InCommon ("Company Agreement") and Bylaws of the InCommon LLC ("Bylaws") to support the entire InCommon Federation ("Federation"). Specific details and logistics are left to the discretion of the InCommon Executive Director ("ED").

The fourth paragraph on the first page after the Table of Contents shall be amended to read as follows:

Please contact the InCommon office for clarification or additional information regarding this document or other Federation matters. Further information about InCommon's services may be found at <http://www.incommon.org>.

Section 1:

In the first paragraph of Section 1, remove "(FOPP)" and replace with "(“FOPP”)."

In the second paragraph of Section 1, remove "OM" and replace with "ED."

In the second bullet of Section 1.1, remove “IAPs” and replace with “Identity Assurance Profiles (“IAPs”).”

Section 2:

In Section 2.1, remove “OM” and insert “ED.”

In Section 2.5, remove “Operations Manager” and “OM,” and replace with “ED” in all instances.

Section 3:

Remove the sixth bullet of Section 3 (“InCommon Federation: Participant Operational Practices”) in its entirety.

Add the following two bullets to the end of the bulleted list:

§ InCommon Baseline Expectations for Trust in Federations

§ InCommon Community Dispute Resolution Process

Section 4:

Remove the third sentence from Section 4.1.1(2) in its entirety.

In the last two paragraphs of Section 4, remove “OM” and replace with “ED” in all instances.

In the second paragraph of Section 4.2.2, remove “Assurance Advisory Committee (AAC)” and replace with “Community Trust and Assurance Board (“CTAB”).” Replace “AAC” with “CTAB” in all instances in this paragraph.

Section 7:

Remove Section 7.3.1 in its entirety and replace with the following:

7.3.1 Baseline Expectations

When participants rely on federations, they are partnering with other organizations to do something that they would otherwise do for themselves or forgo altogether, and because of this interdependency, rely on each other to mutually support a level of practice. For example, a fundamental expectation is that participants in a federation provide authoritative and accurate attribute assertions to other participants, and that participants receiving an attribute assertion must protect it and respect any privacy constraints placed on it by the federation or the source of that information.

To enable some level of trust to support this interdependency, the InCommon community has identified Baseline Expectations, including separate requirements for Identity Providers, Service Providers and the Federation. Each Participant must at minimum adhere to these Baseline Expectations for the systems they support. Over time, the InCommon community will increase the requirements of Baseline Expectations to reflect strategic value to the Participants. Each stakeholder (Identity Provider, Service Provider and the Federation) is expected to support the increased requirements within the specified period of time. The changed requirements and implementation timeframes will be made available to and vetted by the Participants. Information on Baseline Expectations can be found on the InCommon website.

In Section 7.3.2, the last sentence of the first paragraph shall be amended to read as follows:

InCommon will make reasonable efforts to verify submitted data and will act in accordance with the practices outlined in the InCommon Registration Practices Statement, available on the InCommon website.

In the second paragraph of Section 7.3.2, remove “updated” and replace with “evaluated” in the third sentence.

The last sentence of Section 7.3.2 shall be amended to read as follows:

For additional information about how InCommon uses Metadata, please see the InCommon website.

The following shall be added as Section 7.3.2.3:

7.3.2.3 Entity Attributes and Categories

InCommon adds entity attributes to the Metadata of Participants that adhere to defined entity category requirements. Adherence to these may be self-asserted by the Participant or may be determined by the InCommon Registration Authority, depending on the requirements.

Section 8:

The introductory paragraph in Section 8 shall be amended to read as follows:

In the event of any dispute or disagreement among Participants or between a Participant and InCommon arising out of or pertaining to participation in the Federation, Participants should follow the procedures below. Additional information, about the Community Dispute Resolution Process below is available on the InCommon website.

Section 8.1 shall be amended to read as follows:

8.1 Disputes Among Participants in InCommon and/or other Co-Federations

Participants are expected to make every reasonable effort to settle disputes among themselves, especially if contractual issues among the Participants are involved. If circumstances warrant, (for example, if the dispute centers on the interpretation of Attribute values or the implementation of standards) InCommon may be asked to act as referee in helping the Participants come to resolution. In the case that such a dispute cannot be so resolved, the Disputing Participants may use InCommon's Community Dispute Resolution Process, which is documented on the InCommon website. The Community Dispute Resolution Process is intended to affect a resolution to disagreements among Participants regarding Federation services or the use of those services, including disputes about an entity's operation with respect to Baseline Expectations.

If an InCommon Participant has a dispute with an organization in a Co-Federation relating to services described in this document that cannot be resolved amongst themselves, Participants should follow the Community Dispute Resolution Process documented on the InCommon website. InCommon will use best efforts to work with the Participant, any relevant inter-federation service provider and Co-Federation operator on a mutually agreed-on solution.

In Section 8.2, remove "OM" and replace with "ED" in all instances.

Section 9:

In Section 9.2.1, remove “and Participant Operating Practices statements.”

Insert the following as Section 9.3.1, and move the text at Sections 9.3.1 through 9.3.4 to Sections 9.3.2 through 9.3.5:

9.3.1 Baseline Expectations

The InCommon community has identified Baseline Expectations for the Federation Operator, which can be found on the InCommon website. InCommon Federation meets these requirements.

In Section 9.3.5, remove “OM” and replace with “ED.”

Section 10:

Insert the following as Section 10.3.3:

10.3.3 Suspension for failure to meet Baseline Expectations

If InCommon finds that a Participant’s entity (e.g., IdP or SP) fails to support the Baseline Expectations, InCommon will alter or remove such entity’s information from the Metadata to protect the trust level across the InCommon community.

Modifications to the InCommon Participation Agreement

March 15, 2018

The following is a list of the modifications and conforming amendments approved by the InCommon Steering Committee that have been made to the InCommon Participation Agreement. In general, these changes will apply to all Participation Agreements signed to date. InCommon recognizes that some Participants have signed different (e.g., due to unique state laws) or older versions of the Participation Agreement. All specific changes that were incorporated into prior agreements will remain in effect, unless those changed sections have been modified as described herein.

Section 1: In Section 1, insert the following at the end of the last sentence:

and members of each Co-Federation shall be referred to herein as “Co-Federation Participants.”

Section 6:

Section 6(e) shall be amended to read as follows:

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;

Section 6(h) shall be removed in its entirety and replaced with the following:

Agrees to adhere to the community-defined Baseline Expectations for Trust in Federation to support trustworthy and reliable interoperation between Identity Provider systems (“IdPs”) and Service Provider systems (“SPs”).

Section 10:

The last sentence of the first paragraph of Section 10 shall be amended to read as follows:

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.

The first sentence of the second paragraph of Section 10 shall be amended to read as follows:

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 third paragraph of Section 10 shall be amended to read as follows:

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.

Section 18:

The second sentence of Section 18 shall be amended to read as follows:

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.