



2013 Affiliate Program Application

Please fill out the application below and send it to info@incommon.org

| Spherical Cow Group | |
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| Corporate profile | <ul style="list-style-type: none"> • Describe the profile of your company or organization: size, services or product areas, number of customers <ol style="list-style-type: none"> 1. Established in March 2011, SCG is currently a partnership of three, providing consulting services focusing on identity management for higher education and virtual organizations. The partners are currently working with around a half-dozen clients. |
| Describe your commercial or other intent and proposed business model | <ul style="list-style-type: none"> • Commercial intent could include: consulting and support of federation software, integration services, content providing services, or hardware and software suppliers. <ol style="list-style-type: none"> 1. Our primary commercial intent here is consulting services, especially around assurance and federated identity, for VOs and HE. However, our business model does not preclude other intent should circumstances warrant. • How would your company engage with InCommon? <ol style="list-style-type: none"> 1. We already participate in a number of InCommon activities, including various mailing lists and conferences. We anticipate continued, perhaps more formal, participation in these venues. Other opportunities will be evaluated as they are presented. |
| Reasons for partnering with InCommon | <ul style="list-style-type: none"> • What interests your company or organization about the InCommon Federation? <ol style="list-style-type: none"> 1. InCommon is the lynchpin of R&E federated technologies. InCommon provides an opportunity not only to perform outreach to our target demographics, but to work more broadly to benefit the community as a whole. |
| Corporate Agreement | <ul style="list-style-type: none"> • At what level of the organization is there support for this relationship? • Senior executive, CIO, etc. <ol style="list-style-type: none"> 1. All partners support this relationship. |
| How would your company define success as a member in the Affiliates Program? | <ul style="list-style-type: none"> • What value are you looking to receive over what duration of time? <ol style="list-style-type: none"> 1. While we do not have specific metrics that must be met, for the duration of our affiliation we anticipate increasing name recognition within the community and, more specifically, new |

| Spherical Cow Group | |
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| | client contacts. |
| Other open-source collaborations | <ul style="list-style-type: none"> • Is your company working with other open source communities or projects? • How do you see these different ventures leveraging each other? <ol style="list-style-type: none"> 1. We are not currently pursuing other formal affiliate programs at this time, however we are active in various other HE communities. We are actively participating in the Apereo community, especially around the OpenRegistry project. SCG is currently under contract to provide the primary development effort for the COmanage project, and through that we are engaged with SURFnet's OpenConext project. We are also interested in increasing our participation with the Shibboleth Consortium. We see all of these communities as complementary pieces of a larger ecosystem benefiting the R&E communities. |
| Technical or Functional Expertise | <ul style="list-style-type: none"> • What specific expertise does your company provide: functional, technical, architectural, policy, etc? <ol style="list-style-type: none"> 1. Architecture, especially around identity services 2. Technical, including programming in a variety of languages as well as operations (consulting and execution) 3. Project Management 4. Business Process, especially around identity services 5. Policy is not our primary area of expertise, but is an area with which we have experience |
| Two Campus/Corporate References | <ul style="list-style-type: none"> • Include recommendations from two client organizations, with at least one of those in higher education and one an InCommon participant. <ol style="list-style-type: none"> 1. InCommon: Gary Chapman, NYU <gary.chapman@nyu.edu> 2. HE: Jeremy Rosenberg, Simon Fraser <jeremy_rosenberg@sfu.ca> |
| Relationship contacts (Name(s) and email) | Benjamin Oshrin <benno@the.oshrinium.net> |
| Billing contact | Name: Benjamin Oshrin Email: accounting@the.oshrinium.net Mailing Address: 305 West 16 th Street #4G, New York, NY, 10011 Phone: 646-543-7853 |

Spherical Cow Group

Note: Legal name is "The Oshrinium LLC", d/b/a "Spherical Cow Group".
We would use "Spherical Cow Group" on all materials.

Revised January 24, 2013

2013 InCommon Affiliate Agreement

This InCommon Affiliate Program Agreement ("Agreement") for participation in the InCommon Affiliate Program (the "Program") is made and entered into by InCommon, LLC ("InCommon") and The Oshrinium LLC d/b/a Spherical Cow Group ("Affiliate"), (collectively, InCommon and Affiliate are referred to as "parties"). Program membership details are currently set forth at www.incommon.org/affiliate.

- InCommon Affiliate Program Purpose:** The Program connects higher education institutions and their partners with organizations that provide implementation and integration products or services related to identity and access management. Affiliates are organizations that wish to support the activities of the InCommon community and leverage the Program's benefits.
- Payment and Costs:** Affiliate agrees to pay the annual fee of \$6,000.00 (pro-rated biannually) upon receipt of invoice. Affiliate agrees to bear all costs related to its participation in the Program, including without limitation publication, communications, travel, and any other costs.
- Term and Termination:** This Agreement becomes effective as of the date each party has signed this Agreement and remains in force through December 31 of the current calendar year, unless terminated sooner. Affiliate agrees to be bound by the terms of this Agreement in any year that it pays its annual Affiliate fee. Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice. If Affiliate terminates, no refund will be granted. If InCommon terminates, a refund will be granted, pro-rated biannually.
- No Endorsement:** Affiliate acknowledges that its participation in the Program does not imply or in any way render an endorsement by InCommon to Affiliate regarding the quality of Affiliate's products or services.
- Publication and Use of Names:** The parties have permission to use the other parties' logos, trademarks, and trade names during the term, and only during the term, of Affiliate's participation in the Program and only with respect to participation in the Program. Any and all goodwill that accrues as a result of such use shall inure entirely to the owner of such logos, trademarks and trade names.
- Independent Contractors:** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement is to be construed as creating a partnership, joint enterprise, or any other agency relationship between the parties. Affiliate is not authorized to speak or act on InCommon's behalf. Affiliate agrees to indemnify, defend and hold InCommon harmless for any claims arising from or related to a breach of this Section 6.
- LIMITATION OF LIABILITY:** ANY SERVICE PROVIDED FOR HEREIN BY INCOMMON 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. FURTHERMORE, AFFILIATE EXPRESSLY AGREES THAT IN NO EVENT SHALL INCOMMON'S ENTIRE LIABILITY FOR ANY LIABILITIES, LOSSES, CLAIMS, JUDGMENTS, DAMAGES (WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHERWISE), EXPENSES OR COSTS (INCLUDING REASONABLE FEES AND EXPENSES OF COUNSEL) ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF ONE YEAR'S WORTH OF ANNUAL FEE PAID BY THE AFFILIATE TO INCOMMON UNDER THIS AGREEMENT.

8. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of Delaware, excluding its conflict of laws provisions, and exclusive jurisdiction and venue for any and all disputes hereunder shall lie in the state or federal courts located in the State of Delaware.
9. **Entirety, Assignment and Modifications:** This Agreement sets forth the entire understanding of the parties with regard to the subject matter hereof and supersedes all prior communications or discussions, oral or written. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against public policy, the remainder of this Agreement shall remain in full force and effect and the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties. This Agreement is not assignable without the express written consent of InCommon and may only be modified by a signed writing by both parties.
10. **Execution:** The person signing this Agreement warrants that he/she has the authority to bind the organization to this Agreement.

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| | The Oshrinium LLC d/b/a Spherical Cow Group | InCommon, LLC |
| | [Affiliate] | |
| Signature | | |
| Name | Benjamin Oshrin | |
| Title | Manager | |
| Date | 7/1/2013 | |

Revised January 24, 2013