

Addendum to Participation Agreement

This **Addendum** is made effective as of January 1, 2015 (“**Effective Date**”) between InCommon, LLC (“**InCommon**”) and the California Community Colleges Chancellor’s Office (“**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 1/1/15 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 1/1/15 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.
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.”
3. Subsection 4.b.iii, “Payment of Fees,” is modified by deleting the sentence beginning “All Registration fees” in its entirety.

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

InCommon LLC

By: 

By: James A. Pflesterer
James A. Pflesterer (Mar 9, 2015)

Title: Deputy Chancellor _____

Title: CHIEF FINANCIAL OFFICER

Name: Erik Skinner _____

Name: JAMES PFLASTERER

Supplement to the InCommon Federation Participation Agreement:

This Supplement to the InCommon Federation Participation Agreement ("Supplement") is made as of 11/15 ("Effective Date") between InCommon, LLC, ("InCommon") a membership organization wholly owned and operated by the University Corporation for Advanced Internet Development d/b/a Internet2 and the California Community College Chancellor's Office ("CCCCO" or "Participant"), each referred to as a "Party" and collectively as the "Parties."

Whereas, the Parties entered into the InCommon Federation Participation Agreement on September 20, 2012 ("Agreement"), under which CCCCCO became a participant in the InCommon Federation,

Whereas, CCCCCO consists of 72 Community College Districts ("CCDs") (as listed in Exhibit A), each with subordinate Community Colleges ("CCs"), and desires that each of the CCDs participate in the InCommon Federation,

The Parties agree as follows:

1. CCD Participation in InCommon Federation.

- a. Each of the 72 CCDs listed in Exhibit A may join the InCommon Federation by executing a Participation Agreement with an Addendum. Each CCD that signs a Participation Agreement will become an individual participant in the InCommon Federation.
- b. The Annual Participation Fee, as defined below and as required under the InCommon Participation Agreement, will be paid by CCCCCO under this Supplement. The Participation Agreement signed by a CCD will be modified by an Addendum to indicate that CCCCCO has paid all Annual Participation Fees in full for the specific term recognized in this Supplement.

2. Annual Participation Fee. Notwithstanding Section 4.b.ii and the InCommon Fee Schedule of the Agreement, the Annual Participation Fee is as follows:

- a. CCCCCO will pay an Annual Participation Fee of \$122,000.
- b. The Annual Participation Fee will cover the base level InCommon Federation participation fees for the CCCCCO and any of the 72 CCDs that execute a Participation Agreement. No refunds or discounts will be provided to CCCCCO for any CCD that does not execute a Participation Agreement.
- c. This Fee will also include 50 additional IdP/SP packages. Each package includes 1 additional IdP and up to 50 additional SPs. Each of these packages may be used by any of the 73 entities (the CCCCCO and the 72 CCDs). These additional IdP/SP packages are detailed on the InCommon fees webpage. Any changes to these packages follow the procedures outlined in the Agreement.
- d. The Annual Participation Fee listed above supersedes all previous annual participation fees due by CCCCCO. The Annual Participation Fee will be subject to agreement by both Parties on an annual basis and is governed by the Agreement.

3. Prepay Discount.

- a. CCCCCO may pay in advance for three years and receive an additional 5 (five) percent discount off the aggregated Annual Participation Fee. If CCCCCO prepays, any changes to Participant's InCommon Annual Participation Fees as published on the InCommon website will not affect CCCCCO until the three year period is over and CCCCCO's next billing period occurs.
- b. The discounted three year prepay Annual Participation Fee total is \$345,000.

Supplement to InCommon Certificate Service Addendum (12-2014)

4. **Packages Discount.** CCCCO may choose to add additional IdP/SP packages beyond the 50 described above. Additional packages will be discounted at 10 (ten) percent, subject to the governance provisions of the Agreement.
5. **Entire Agreement/Conflict.** The terms and conditions contained in this Supplement are in addition to and incorporate the terms and conditions of the Agreement. In the event of a conflict between the Supplement and the Agreement, the terms of this Supplement shall prevail; however, silence does not create a conflict.

CCCCO

InCommon LLC

Erik Skinner
Erik Skinner (Mar 2, 2015)

James A. Pfisterer
James A. Pfisterer (Mar 9, 2015)

Signature

Signature

ERIK SKINNER
Name

JAMES PFLASTERER
Name

VICE CHANCELLOR OF PROGRAMS
Title

CHIEF FINANCIAL OFFICER
Title

3/2/15
Date

3/9/15
Date

Supplement to InCommon Certificate Service Addendum (12-2014)

Document Integrity Verified

EchoSign Transaction Number: XKABXBK4K6V764U

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Exhibit A


California Community College Districts

ALLAN HANCOCK CCD
ANTELOPE CCD
BARSTOW CCD
BUTTE CCD
CABRILLO CCD
CERRITOS CCD
CHABOT-LAS POSITAS CCD
CHAFFEY CCD
CITRUS CCD
COAST CCD
COMPTON CCD
CONTRA COSTA CCD
COPPER MOUNTAIN CCD
DESERT CCD
EL CAMINO CCD
FEATHER RIVER CCD
FOOTHILL CCD
GAVILAN CCD
GLENDALE CCD
GROSSMONT CCD
HARTNELL CCD
IMPERIAL CCD
KERN CCD
LAKE TAHOE CCD
LASSEN CCD
LONG BEACH CCD
LOS ANGELES CCD
LOS RIOS CCD
MARIN CCD
MENDOCINO CCD
MERCED CCD
MIRA COSTA CCD
MONTEREY CCD
MT. SAN ANTONIO CCD
MT. SAN JACINTO CCD
NAPA CCD
NORTH ORANGE CCD
OHLONE CCD
PALO VERDE CCD
PALOMAR CCD
PASADENA CCD
PERALTA CCD
RANCHO SANTIAGO CCD
REDWOODS CCD
RIO HONDO CCD
RIVERSIDE CCD
SAN BERNARDINO CCD
SAN DIEGO CCD
SAN FRANCISCO CCD
SAN JOAQUIN DELTA CCD
SAN JOSE CCD
SAN LUIS OBISPO CCD
SAN MATEO CCD
SANTA BARBARA CCD
SANTA CLARITA CCD
SANTA MONICA CCD

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SEQUOIAS CCD
SHASTA TEHAMA CCD
SIERRA CCD
SISKIYOUSS CCD
SOLANO CCD
SONOMA CCD
SOUTH ORANGE COUNTY CCD
SOUTHWESTERN CCD
STATE CENTER CCD
VENTURA CCD
VICTOR VALLEY CCD
WEST HILLS CCD
WEST KERN CCD
WEST VALLEY CCD
YOSEMITE CCD
YUBA CCD

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