



MASTER IDENTITY MANAGEMENT SERVICE AGREEMENT

This Master Identity Management Service Agreement (Agreement) is by and between the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its National Center for Supercomputing Applications at the University of Illinois at Urbana-Champaign ("Illinois"), and [COMPANY], a(n) [Nationality] **Choose an item.** entity with a principal office located at [Address] ("Client").

"Party or "Parties" mean either University or Client if used in the singular and both University and Client if used in the plural.

1.0 PURPOSE

Client desires to engage the expertise of Illinois to perform the services as described in Exhibit A Schedule ("Service"). Illinois has determined that performing the services will promote one or more of the missions of public service, research, teaching, and economic development.

2.0 TERM AND TERMINATION

2.1 Term

This agreement takes effect on the date of last signature as evidenced by the date associated with each Party's signature (the "Effective Date") and will remain in effect until [Period/Date] unless sooner terminated by a Party or renewed.

2.2 Renewal Options

The parties may renew this Agreement only by mutually signed written amendment in accordance with Section 11.7. The term, including all renewals, shall not exceed ten years. The parties may adjust compensation rates at time of renewal.

2.3 Termination for Cause

A party that defaults in performance or commits a material breach of this Agreement ("defaulting party") shall have 10 days to cure the default or breach after receiving notice from the other party. The other party may terminate this Agreement without further notice if the defaulting party fails to cure the breach.

2.4 Termination for Convenience

Either party may terminate this Agreement for convenience upon 30 days' prior written notice to the other party.

2.5 Effect of Early Termination

In the event of early termination, Client shall pay Illinois for Services performed to the date of termination and for the cost of all non-cancellable obligations made on Client's behalf.

3.0 COMPENSATION

3.1 Rate of Compensation. Client will compensate Illinois for Services performed under this agreement according to the Schedule(s).

3.2 Remittance Instructions. Illinois will submit an invoice to Client for Services performed including any allowable reimbursable expenses incurred on an annual basis. Within 30 days of its receipt of invoice, Client will remit the total due to Illinois at the address indicated on the invoice. Illinois will not pay interest on Client funds advanced or otherwise held on deposit.

3.3 Late Payments. Illinois will assess a late payment charge of 1.5% per month (18% per annum), plus

a \$2 past due charge per month, on all delinquent balances. Illinois may refer Client's past due account for collection by a third party or may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including attorney's fees and court costs.

3.4 Suspension of Services. Illinois may suspend its performance of Services under this Agreement providing five calendar days' written notice for Client's failure to make timely payments. Illinois will resume performance upon Client's payment of all monies due to Illinois, provided that Client is not otherwise in default of its obligations under this Agreement.

4.0 LIABILITY AND WARRANTY

4.1 DISCLAIMER. Illinois makes no representations, and disclaims all warranties, express, or implied, including warranties of merchantability, fitness for a particular purpose and non-infringement, regarding all Services furnished to Client under this Agreement.

4.2 Limitation of Liability. Illinois shall not be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or relating to, this Agreement, even if Illinois had been advised of the possibility of such damages. Illinois' liability to Client for breach of contract damages shall not exceed the amount of compensation actually paid by Client for Services performed.

4.3 Client Furnished Information. Client represents to Illinois that no material or information provided to Illinois includes any legally actionable, libelous, or otherwise unlawful statements or information. Client shall be responsible for all claims and liabilities arising out of any legally actionable, libelous, or other unlawful statements or information contained in data furnished to Illinois incidental to its performance of the Agreement.

5.0 RIGHTS IN DATA

5.1 Rights in Data. Client retains all right to and interest in Client's user information, addresses, identifiers, attributes, credentials, roles, and groups ("Data"), including the ability to request its information from the Services or request that its information be deleted from the Services.

5.2 Protection of Data

a) Illinois shall use reasonable safeguards to prevent unauthorized use and disclosure of the Data. When Data is in Illinois' possession, such safeguards will be no less protective than those used to secure Illinois' own data of a similar type. Illinois will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in performing its obligations under this Section 6.2(a).

b) Illinois shall report to Client as soon as reasonably possible any unauthorized use or disclosure of Data. Illinois will review any suspected unauthorized use or disclosure of Data involving the Services and security infrastructure and to the extent Illinois deems feasible, will take reasonable corrective action to eliminate or contain continued unauthorized use or disclosure.

6.0 CONFIDENTIALITY

"Confidential Information" means trade secrets and commercial or financial information furnished by Client to University under a claim that the trade secrets and information are proprietary or confidential and that unauthorized disclosure to a third party would cause Client competitive harm.

6.1 The Services require Client to disclose its Confidential Information to Illinois employees or agents:
☐ Yes ☒ No.

6.2 Illinois will advise its employees and agents to use reasonable efforts to hold in confidence all Confidential Information received from Client in connection with the Services. Illinois may share

Confidential Information with third parties to the extent necessary to perform the Services under terms consistent with this Agreement. Client will mark its Confidential Information as “Confidential” at the time of disclosure to Illinois. In the case of oral or visual disclosures of its Confidential Information, Client will designate the information “Confidential” at the time of disclosure and confirm such designation in writing to Illinois no later than 30 days after disclosure.

6.3 Illinois’ obligation of confidentiality shall extend for three years from its receipt of the Confidential Information and shall not apply to information: (a) in Illinois’ possession on a non-confidential basis prior to receipt from Client; (b) in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of Illinois; (c) lawfully obtained by University from a third party without any known or apparent confidentiality obligation to Client; (d) explicitly approved for release by written authorization of Client; (e) developed by Illinois independent of Illinois’ access to Client’s Confidential Information; or (f) required by law or by a court or administrative order, to be disclosed.

7.0 INSURANCE

During all times relevant to this Agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per claim or occurrence and \$2 million aggregate. If services provided under this contract include any professional services, each party shall also maintain professional liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits \$1 million per claim or occurrence and \$3 million aggregate. Each party shall comply with applicable laws governing workers’ compensation insurance and mandatory insurance for vehicles. Within seven days of request, a party shall provide to the requesting party a certificate of insurance evidencing the coverage required.

8.0 RIGHTS IN WORK PRODUCT

All right, title, and interest in and to existing intellectual property used by Illinois in performing the Services shall remain vested in the original owner. All right, title, and interest in and to the intellectual property conceived or reduced to practice by Illinois employees and agents in performing the Services shall vest in Illinois. All right, title, and interest in and to all tangible property made by Illinois employees and agents in performing the Services shall vest in Illinois.

9.0 THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Client represents that it has all necessary intellectual property rights in any proprietary materials or information provided Illinois to perform the Services and Client shall pay all costs and expenses, including royalties and license fees, incident to any third-party intellectual property rights required to perform the Services. Client shall indemnify Illinois and its trustees, officers, employees, and agents against all third-party infringement claims arising from intellectual property furnished by Client to Illinois for its use in performing the Services.

10.0 GENERAL PROVISIONS

10.1 Force Majeure. Neither Party will be liable for failure or delay in performing obligations set forth in the Agreement, and neither Party will be deemed to be in breach of its obligations hereunder, if the failure or delay arises out of, or is caused directly or indirectly by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material,

equipment or transportation (each, a "Force Majeure Event"). Notwithstanding the foregoing, if a Force Majeure Event occurs: (i) the affected Party will provide prompt notice to the other of the Force Majeure Event; (ii) each Party agrees to make a good faith effort to perform its obligations hereunder; and (iii) the time for performance of such obligations is hereby extended for a period of time which is equal to the time lost by reason of the delay or Force Majeure Event. If the event of force majeure extends beyond 90 days or is reasonably expected to extend beyond the performance period, either Party may terminate this contract by written notice to the other Party, with the consequence of such termination being as if this contract had expired by its terms.

10.2 Independent Contractor. The parties are independent contractors with respect to each other. Nothing in this Agreement is intended to create any association, partnership, joint venture, or agency relationship between them.

10.3 Use of Name. Client shall not use Illinois' name or protected marks for any commercial purpose without Illinois' advance written consent.

10.4 Headings. Headings in this Agreement are intended only to assist with readability and are not substantive.

10.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this Agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the Agreement.

10.6 Assignment. Neither party may assign its obligations under this Agreement without the prior written consent of the other party.

10.7 Amendments. No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

10.8 Compliance with Laws. Each party shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, and import and export control. Breach of this provision is a material breach of this Agreement.

10.9 Waiver. The failure of either party to enforce any provision of this Agreement shall not waive the party's right to later enforce the provision or the Agreement.

10.10 Non-Exclusivity. This Agreement is non-exclusive. Illinois may perform the same or similar services for other clients.

10.11 Counterparts/Facsimile Signatures. This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

10.12 Ambiguities. Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this Agreement.

10.13 Notices. To be enforceable, all notices must be in writing and delivered to the party's representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

Illinois Representative:	Client Representative:
Jim Basney	[Contact Name]
NCSA / University of Illinois	[Company Name]

1205 West Clark Street	[Address]
Urbana, Illinois 61801	[City, State, Country, ZIP]
217-244-1954	[Contact Number]
jbasney@illinois.edu	[Contact E-mail]

10.14 Choice of Law. This Agreement shall be interpreted by application of Illinois law without regard to its conflicts provisions.

10.15 Integration. This Agreement with its attachments, amendments, and incorporated references constitutes the parties' entire agreement regarding the subject matter.

10.16 Authorized Signatories. The individuals signing this Agreement on a party's behalf represent that they have the requisite authority and intent to bind that party to this Agreement.

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

CLIENT

Paul N. Ellinger, Comptroller Date

Signature
Date

Enter Name of Signatory]
Printed Name

[Enter Signatory's Job Title]
Title

Exhibit A
SCHEDULE
Number: _____

This Schedule is pursuant to the foregoing Agreement between the Board of Trustees of the University of Illinois on behalf of its National Center for Supercomputing Applications at the University of Illinois at Urbana-Champaign, ("Illinois") and **[Name]** with offices at **[Address]** ("Client"). This Schedule is subject to all terms and conditions set forth in the Master Identity Management Service Agreement. This Schedule describes the Services that Illinois will provide in accordance with the following terms and conditions:

1.0 OPERATION OF CILOGON

- Business hours (US Central Time Zone) support by email to help@cilogon.org, with a response within one business day.
- 24/7 response for critical services outages (with automated monitoring/paging).
- Critical service outages that prevent authentication and/or authorization to Subscriber services (relying parties).
- Services monitored for critical outages include OpenID Connect Provider and SAML Proxy.
- 99% service availability (planned + unplanned) calculated on a monthly basis.
- 1-week notification for planned maintenance on the outages@cilogon.org email list.

2.0 SERVICES (Please select from the options below)

2.1 ☐ Essential Service Plan

Duties of University

- OpenID Connect Provider (with client management via CManage and OAuth API);
- InCommon SAML Service Provider;
- CManage Registry (multi-tenant instance for up to 5 COs with CO Admin access); and
- SAML Proxy.

2.2 ☐ Full Service Plan

Duties of University

- OpenID Connect Provider (with client management via CManage and OAuth API);
- InCommon SAML Service Provider;
- CManage Registry (dedicated instance with support for custom plug-ins, unlimited COs, and CO Admin access);
- SAML Proxy; and
- SciTokens JWT Issuer.

3.0 PERIOD OF PERFORMANCE

The Services under this Schedule will begin on the dates on the table below ("Commencement Date") and conclude on _____ unless the term is changed in accordance with the Master Identity Management Service Agreement.

4.0 FEES AND EXPENSES

Client agrees to compensate Illinois for the Services in accordance with the following schedule:

COMMENCEMENT/ EFFECTIVE DATE	CUSTOMER	PRICE (12 months)	PERIOD	TYPE
[Enter Date]	[Enter Customer]	\$	months	Choose an item.
[Enter Date]	[Enter Customer]	\$	months	Choose an item.
[Enter Date]	[Enter Customer]	\$	months	Choose an item.
[Enter Date]	[Enter Customer]	\$	months	Choose an item.
[Enter Date]	[Enter Customer]	\$	months	Choose an item.

Illinois shall invoice Client after the final signature on this Schedule.

5.0 INTEGRATION

This Schedule is issued pursuant to the Master Identity Management Service Agreement. All of the terms of the Master Identity Management Service Agreement, including any amendments thereto, are incorporated herein and made a part hereof as if such terms were set forth in this Schedule.

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

CLIENT

Signature

Date

Paul N. Ellinger, Comptroller

Date

Enter Name of Signatory]

Printed Name

[Enter Signatory's Job Title]

Title