



STAFF HUMAN RESOURCES – EMPLOYEE & LABOR RELATIONS

SANTA CRUZ, CALIFORNIA 95064

Sent via Electronic Email

March 14, 2013

Shelly Errington, Chair
Santa Cruz Faculty Association Executive Board
Email: sherring@ucsc.edu

Subject: SCFA Demand - Online Courses

Dear Professor Errington,

I am writing in response to the March 5, 2013 SCFA request that all "contract negotiations" between the university and members of the bargaining unit be halted until the SCFA has received sufficient answers to its informational requests, in order to determine whether to seek collective bargaining (Attachment A).

It is understandable that the union wants assurance that its members' rights to bargain collectively are not lost in new teaching options. As you know, the university is willing to meet and confer over any mandatory subject of bargaining under HEERA. While the SCFA has requested that all contract negotiations between the university and SCFA members be halted, I assure you there are no contract negotiations underway between the university and SCFA members, nor have there been contract negotiations for online education with SCFA members.

The SCFA was informed on February 20, 2013 that three SCFA members have elected to license their work via Coursera's "Agreement for Instructors and Guest Presenters," which is an exhibit to the Coursera agreement that was provided to the SCFA (Attachment B). Since that correspondence we learned that one of those who elected to pursue Coursera is an emeritus.

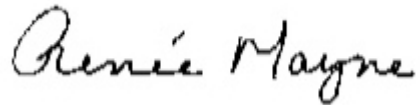
Currently, any online platform that SCFA members can avail themselves of is strictly voluntary and within his or her own right to license their work. Any agreements signed by SCFA members do not have monetary offers to the faculty member or future promises of money. There is no requirement that a SCFA member participate in these new options for teaching. Therefore, unless the SCFA can identify a mandatory subject of bargaining under the Coursera, Apple iTunes, and/or Instructure (for UCOE) terms that SCFA members can work under, the university will continue to offer to SCFA members their right to request to develop courses under these new teaching options.

I give the SCFA my professional commitment that the university will continue to responsibly respond to SCFA requests for information, encourage labor management meetings to discuss issues of mutual concern, and meet and confer in good faith on all matters required under HEERA.

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If you wish to schedule a follow up labor management meeting, I will arrange the meeting. Please do not hesitate to contact me with your questions at 459-4332 and rmayne@ucsc.edu.

Sincerely,

A handwritten signature in black ink that reads "Renée Mayne". The signature is written in a cursive, flowing style.

Renée Mayne
Senior Manager, Employee & Labor Relations

Copy: Deborah Rosenberg, SCFA Staff

Attachments:

- A. March 5, 2013 SCFA Correspondence re Online Courses
- B. UCSC Coursera Agreement



UC SANTA CRUZ FACULTY ASSOCIATION
**Council of University of California Faculty
Associations**

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Phone: (888) 826-3623

Sent via Electronic Mail

March 5, 2013

Renée Mayne
Senior Manager, Employee & Labor Relations
Email: rmayne@ucsc.edu

Subject: SCFA Request for Information – UCSC Online Education Faculty Contract

Dear Ms. Mayne:

The SCFA thanks you for taking the time to meet with us yesterday to discuss the new contract, which has been signed by the University with Coursera.

This issue touches on many curricular and academic issues including faculty ownership rights to their lectures. In 2000, CUCFA successfully lobbied for legislation establishing that individual professors, and not the University, own the intellectual property in their live performances and course materials. The effect of this legislation is to treat the recording and reuse of courses in the same manner as other forms of faculty publication, and to establish that the University has no more right than a note-taking service or a student with a video camera to publish our courses without explicit written consent. Viewed within this legal framework the contract template [Exhibit G-1] that faculty will be expected to sign before their courses can become available on Coursera appears to put the UCSC campus in the position of becoming the publisher of this material on Coursera and other platforms. *"I hereby irrevocably grant the University the absolute right and permission to use, store, host, publicly broadcast, publicly display, public[sic] perform, distribute, reproduce and digitize any Content that I upload, share or otherwise provide in connection with the Course or my use of the Platform, including the full and absolute right to use my name, voice, image or likeness (whether still, photograph or video) in connection therewith, and to edit, modify, translate or adapt any such Content ("Content Enhancements") for the purposes of formatting or making accommodations to make Content accessible to persons who have disabilities."* Moreover, both Exhibits G-1 and G-2 contain language indicating that the University's rights to publish "Content" would include distribution to "persons" and "entities" other than Coursera.

Any proposed contract between UCSC and members of our bargaining unit for publishing their courses online could be considered a change in the terms and conditions of that faculty member's employment that is, at least arguably, subject to mandatory collective bargaining before the proposed contracts are offered to and signed by individuals. In deciding whether to invoke its right to bargain, SCFA would

naturally be interested in the specific terms of such contracts (e.g., their revocability, exclusivity and the rights of signatories to participate in and be informed of any monetization that occurs). And in deciding what our collective bargaining position should be SCFA will also be interested in the consequences of permitting and incentivizing individual members of our bargaining unit to agree to terms under which new or existing UCSC courses will be made available online to students on our own campus and/or at other institutions (including for-profits) where they might, at any time in the future, be taken for credit toward a UCSC degree. Depending on the campus administration's answers to these questions, the foreseeable consequences could affect the terms and conditions of employment for members of our bargaining unit, whether or not they as individuals agree to participate in Coursera. Finally, there is the question of what *incentives* might be given to present and especially future faculty to make the campus a publisher of their courses online. Any system of incentives to publish courseware through the campus (whether in the form of carrots or sticks) would almost certainly change the employment relation between the UCSC campus and *all* members of our bargaining unit.

These issues were not discussed with the SCFA, the *exclusive* bargaining unit for the UCSC faculty, prior to the signing of the contract between Coursera and UCSC. Since contracts to be offered by UCSC to individual instructors will constitute new terms of employment for members of our bargaining unit, we ask that all contract negotiations between the University and members of our bargaining unit be halted until the SCFA has received sufficient answers to its informational requests (including but not limited to those below) in order to determine whether to seek collective bargaining.

To expedite our consideration of collective bargaining we submit the following Request for Information:

- Was there a confidentiality agreement between Coursera and the campus? If so, at whose initiative was such an agreement undertaken? Who were the parties to this agreement on UCSC's side? If any Senate faculty were parties to the agreement, does the administration consider them to have been acting on behalf of the Senate? Was there any other form, official or unofficial, in which the Senate was consulted prior to signing the contract with Coursera? [SCFA has a responsibility under HEERA to determine in what manner the Senate was consulted, and on what range of issues, before determining how broad or narrow its role as a collective bargaining agent can be.]
- Has any member of SCFA's bargaining unit, other than administrators, signed the agreement needed to post their classes on Coursera? If so, we hereby request copies of the executed documents in addition to a full report of any side-letters and/or additional understandings about the nature and amount of any consideration offered or expected. More generally, SCFA asks that the UCSC administration, as a signatory to the contract with Coursera, clarify its view of the UCSC/Instructor agreements provided as Exhibits G-1 and G-2 attached to that contract. Are these "forms" of agreement required by Coursera subject to negotiation and modification with individuals and/or (potentially) with SCFA? If so, would the campus expect such modifications to take the form of a change in the release document provided by the campus to Coursera or the form of a separate agreement setting additional terms and conditions on the employment relationship between the instructor and the campus? [This request is material to our need to know the new terms and conditions of employment that have been or will be offered to at

least some members of our bargaining unit. To the extent that such terms have already been offered and accepted without notice or consultation with SCFA, we will need to determine what further requests to make regarding the actual commencement of such courses while discussions about bargainability take place.]

- What contracts have been signed by other campuses and/or UCO) with other online providers, including but not limited to EdX and Udacity? [While we do not assert the right to be involved in contracts other than those between the UCSC campus and UCSC Senate faculty, we believe the terms and conditions of these other contracts, which should be a matter of public record, will be directly relevant to our eventual assessment of whether the terms that UCSC has negotiated with Coursera are advantageous or not.]
- What plan does the campus have for monetizing its contract with Coursera? In what form, if any, does it expect participating faculty and/or the faculty as a whole to benefit from that plan?
- What plan does the campus have to reduce instructional costs as a result of its contract with Coursera? In what form, if any, would members of our bargaining unit benefit from that plan?

We consider this letter to place the campus on notice that some of the issues arising out of its contract with Coursera may be collectively bargainable and that it should cease implementation of those aspects of that contract until the issue have collective bargaining has been addressed in future meetings between us. Please acknowledge receipt of this notice.

Thank you,

Shelly Errington
Chair, SCFA Executive Board
On behalf of the
SCFA Online Education Committee

ONLINE COURSE HOSTING AND SERVICES AGREEMENT

This ONLINE COURSE HOSTING AND SERVICES AGREEMENT, dated as of [Feb. 4, 2013] (the "*Effective Date*"), is by and between Coursera, Inc., a Delaware corporation, with a principal place of business at 1975 W. El Camino Real, Suite 202, Mountain View, CA 94040 ("*Company*") and The Regents of the University of California, on behalf of its Santa Cruz campus, located at 1156 High St., Santa Cruz, CA 95064 ("*University*"). Each of Company and University may hereinafter be referred to as a "*Party*," and collectively, the "*Parties*."

BACKGROUND

WHEREAS, Company has developed a proprietary platform to host certain learning content that will be made available to end users online via the Internet;

WHEREAS, University desires to implement Company's proprietary platform by supporting course development by its instructors and making online content available for use in connection therewith by end users ("*End Users*"); and

WHEREAS, Company may make available various forms of services through or in connection with its proprietary platform, and University desires to obtain the services described in this Agreement, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, Company and University hereby agree as follows:

AGREEMENT

1. **DEFINITIONS.** Capitalized terms used in this Agreement will have the meaning provided in this Section 1 or as otherwise provided where such terms are first used.

1.1 "*ADA Compliance Protocol*" means the protocols relating to the Americans with Disabilities Act ("*ADA*") setting forth (along with Section 11 of this Agreement) the Parties' responsibilities for providing accommodations to End Users with disabilities with respect to University Courses offered through the Platform, as set forth in Exhibit F, attached hereto.

1.2 "*Agreement*" means this Online Course Hosting and Services Agreement and all Exhibits and Schedules that are attached hereto and referenced herein.

1.3 "*Company Website*" means the website owned or controlled by Company that allows for the uploading of Content by University, Instructors or Company through the Platform.

1.4 "*Content*" means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures and course materials and syllabi.

1.5 “**Course**” means the presentation of instructional Content pertaining to a certain body of knowledge.

1.6 “**Course Criteria**” means a rigorously designed Course meeting high academic standards that uses multi-media Content in a coherent, high-production-value presentation (i.e., not just simple lecture capture) to provide the End User opportunities for a rich set of interactions and assessment(s) (whether provided by automatic grading technology or by peer-to-peer interaction activities), resulting in a learning experience that transcends static content or plain videos and is commensurate with the academic standards and rigor of a course offered by UC Santa Cruz to its Registered Students. Such Course may correspond to material represented in a full ten to 15 week class offered by University or may correspond to a shorter module (e.g., two or three weeks) so long as such module provides a meaningful unit of learning to the End User. Such Course may or may not directly correspond to any class offered by University, provided that it meets the criteria set forth in this paragraph.

1.7 “**Course Development Agreement**” means a document substantially in the form of Exhibit E, attached hereto, which sets forth a description of the Course, the agreed-upon monetization model(s), strategies and related pricing, the applicable criteria or standards for such Course, responsibilities for making accommodations for End Users with disabilities, the Initial Period (as defined in Section 3.4(a)), and such other Course-specific matters as Company, University and Instructors may agree.

1.8 “**Instructor**” means any individual who is on University faculty, Emeriti faculty, a graduate student, teaching assistant or adjunct professor of University, or is otherwise employed or contracted by University to provide instruction to students of University.

1.9 “**Instructor Agreement**” means the agreement between University and Instructors and guest presenters, the form of which is attached hereto as Exhibit G-1.

1.10 “**Intellectual Property Rights**” means all rights worldwide in, to and under copyrights, copyright registrations and applications, trademarks (including trade dress, service marks and trade names), trademark registrations and applications, domain names, patent, patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, inventions, whether or not patentable, trade secrets, author rights, moral rights, rights in goodwill, and other proprietary rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof.

1.11 “**Net Profits**” means the gross amounts received by a Party for monetization of University’s Courses under this Agreement minus all reasonably documented costs, expenses, refunds or discounts incurred or actually provided by such Party in making such Courses available through the Platform.

1.12 “**Platform**” means Company’s proprietary software platform and algorithms used to host, transmit and make Content available via the Internet and to provide related services and functionalities, including automatic grading or facilitating peer-to-peer interactive activities.

1.13 “**Quality Standards**” has the meaning provided in Section 3.4(c).

1.14 **“Registered Students”** means students who are currently enrolled at, and registered to take Courses offered by, University, including both on-site students and distance learning students enrolled for University credit, provided that the number of distance learning students does not exceed the number of on-site students. Only Registered Students are deemed students of University. All other students are deemed End Users of Company.

1.15 **“Services”** means, collectively, the services provided by Company under the Coursera Monetization Model, University Monetization Model and Registered Student Model.

1.16 **“Term”** has the meaning provided in Section 17.1.

2. **SERVICE/REVENUE MODELS FOR ONLINE COURSES**

2.1 **Content Services and Revenue Models**. Company shall offer to University three service/revenue models to provide Content through the Platform, which will be hosted by Company on the Company Website. Each of these models is described in subsections (a) through (c) below. University may elect the appropriate model for each Course on a per-Course basis, at the same time as the Parties agree on the Content to be offered, and with what Course Lifespan, as specified in Section 3.4(b) below. Such election may be changed by University during the Term in accordance with Section 3.4(b) below.

(a) **Coursera Monetization Model**. Under the Coursera Monetization Model, University (through its Instructors) may develop, produce and submit Courses to Company, and Company will host and make any such Courses available through the Platform on the main portion of the Company Website, at no cost to University. Such Courses must fully satisfy the Course Criteria and Quality Standards. University will be responsible for providing Company the Content in a format that can be hosted and streamed via the Platform. Company reserves the right to remove or otherwise suspend access to any Courses failing to satisfy the Course Criteria, at Company’s reasonable discretion, with at least three business days prior notice. As between Company and University, Company will be responsible for monetizing and otherwise generating revenue from the offering of such Courses through the Platform and collecting such revenue. All such revenue collected by Company will be shared between Company and University as set forth in Section 5.1. University shall be responsible for any further sharing of any such sums received by University with Instructors or other third parties pursuant to University’s agreements with such third parties. Company may pursue any monetization models under the Coursera Monetization Model, subject to University’s approval as reflected in a Course Development Agreement, as described in Section 3.4(a). Potential Company monetization models are provided in Schedule 1, attached hereto, by way of example and not limitation. University agrees and acknowledges that the set of Courses agreed under the Coursera Monetization Model shall include a reasonable percentage with a monetization strategy that the Parties reasonably expect to be viable. The pricing methodology and price ranges to be charged for each of any Company products and services offered under monetization strategies agreed upon by Company and University under the Coursera Monetization Model shall be specified in a Course Development Agreement for each Course.

(b) **University Monetization Model**. Under the University Monetization Model, University (through its Instructors) will develop, produce and submit Courses, and

Company will host and make such Courses available through the Platform. University will be responsible for providing Company the Content in a format that can be hosted and streamed via the Platform, and such Content, while not required to satisfy Course Criteria in order to be made available on the Platform, must satisfy the Quality Standards. At Company's sole discretion, Company may make such Content that it reasonably determines not to satisfy fully the Quality Standards or the Course Criteria available on a separate page on the Company Website that is different than the main portion of such website. As between University and Company, University will be responsible for monetizing and otherwise generating revenue from the offering of such Courses through the Platform and collecting such revenue. All such revenue collected by University will be shared between Company and University as set forth in Section 5.2. In addition, by mutual consent, Company may provide additional monetization opportunities, in which case all revenue collected by either Party under any such opportunity will be shared with the other Party as set forth in Section 5.2, as applicable.

(c) **Registered Students Model.** Under the Registered Students Model, Company will make Content corresponding to any course offered by University available to Registered Students through the Platform at no charge. University may make such Courses available through the Platform only to Registered Students, using standard protocols for authentication of on-campus students. University will be responsible for providing Company the Content in a format that can be hosted and streamed via the Platform in accordance with the Quality Standards. If any Course offered under the Registered Students Model is determined not to meet the Quality Standards, Company may decline to offer such Course through the Platform, subject to the procedures applicable to Quality Standards set forth in Section 3.4(c).

(d) **Service Level Agreement.** Company will provide a Platform Availability of 99%, as determined on a calendar year basis. "**Platform Availability**" means the uptime and accessibility of the Platform, excluding Scheduled Downtime and events outside of Company's reasonable control, including Force Majeure Events (as defined in Section 19.6), interruptions to an End User's or Registered Student's network access or connection(s), third-party Internet service provider failure or delays or any defects or failure in any hardware or servers provided by the End User or Registered Student. Company will have up to two hours of scheduled downtime per calendar month for the Platform (including downtime for implementing patches or fixes) ("**Scheduled Downtime**"). Company will notify the appropriate University contact via e-mail 48 hours in advance of any proposed Scheduled Downtime for the Platform, and such Scheduled Downtime will be between the hours of 12:00 AM and 6:00 AM Pacific Standard Time. Should Company fail to make the Platform available as set forth above ("**Unavailability**"), it will, within 24 business hours of any notice of Unavailability by University, End Users or Registered Students, use commercially reasonable efforts to respond to and correct or restore any such Unavailability.

3. **RIGHTS AND OBLIGATIONS OF THE PARTIES WITH RESPECT TO ONLINE COURSES**

3.1 **Platform and Support.** Company will provide University with Application Programming Interfaces ("**APIs**") to enable University to connect with the Platform and will host

the Platform and associated Content and stream such Content to end users. Company will also provide University with technical support in connection with its use of the Platform and APIs.

3.2 Course Design and Development. Each of the Parties will perform the obligations, tasks and responsibilities assigned to such Party in Exhibit A with respect to the design and development of Courses for the Platform.

3.3 Company Website. The Company Website will allow for the uploading of Course Content by University or Instructors via interfaces and authoring tools. The Company Website will be configured so that during the Course Lifespan (defined in Section 3.4(b) below) Instructors may customize, update or adapt Courses provided through the Platform, subject to guidelines provided by Company.

3.4 Course Offerings.

(a) **Course Development Agreement**. Prior to any Course offering, Company, University and Instructor(s) will mutually agree on and execute a Course Development Agreement, pursuant to which University and Instructors will offer the applicable Course through the Platform. The expected Content of the Course Development Agreement is specified in Exhibit E. Should Instructor(s), in the process of preparing the Course, decide to make material changes to the agreed upon Course specifications, Company must be notified promptly, and no fewer than 30 days prior to the first scheduled launch of the Course on the Platform.

(b) **Course Lifespan**. Prior to any Course offering, the Parties will mutually agree on an initial period for a guaranteed offering of a Course ("**Initial Period**"), as set forth in the Course Development Agreement. The Course will continue to be offered following the Initial Period, and after the Initial Period University may request that the Course be removed from the Platform ("**Removal Request**"), and within 90 business days (or as otherwise agreed to by the Parties in a Course Development Agreement) of receipt of the Removal Request, Company will remove the Course from the Platform. For purposes of this Agreement, "**Course Lifespan**" means the period from the start of the initial Course offering until the later of (i) the end of the Initial Period or (ii) the date the Course has been removed from the Platform pursuant to any Removal Request. At the end of the Course Lifespan, University has the right to request that such Course be removed from the Company Website or moved from the Coursera Monetization Model to the University Monetization Model.

(c) **Course Acceptance Procedures**. Upon upload of the Course Content onto the Platform, Company has the right to check the materials for compliance with the Course Development Agreement, Course Criteria and for reasonable technical quality standards ("**Quality Standards**") relating to such issues as: (i) video quality; (ii) audio quality; and (iii) correct formatting of assessments and other Content. Should Company find that the Content is not compliant with either the Course Development Agreement or the Quality Standards, Company has the right to so notify the Instructor(s) and University, and return the Content to the Instructor(s) and University for correction (via a "**Deficiency Notice**"). Such Deficiency Notice must be provided no later than the last of the following: (i) 21 days in advance of the launch of the Course; (ii) a week following the upload of the relevant Content by the Instructor(s) onto the

Company Website; or (iii) promptly upon having a relevant issue pointed out by an End User of the Course through an email or forum post read by Company staff. University will correct such Course deficiencies after having received the Deficiency Notice and submit a corrected version of the relevant Content at least three days prior to its scheduled launch date, or within a week of receiving the Deficiency Notice, whichever comes later. Should University not resubmit a version of the Content correcting the issues identified in the Deficiency Notice, Company may, at its sole discretion, decline to launch the Content at its scheduled time. If, after resubmission, Company believes in its reasonable discretion that such Course still does not satisfy any criteria set forth in the Course Development Agreement, Company shall send University another Deficiency Notice and may, at its own discretion, decline to launch the Course at its scheduled time, and the Parties will meet and confer regarding any further corrective actions and a possible new launch date. If University reasonably disagrees with any Deficiency Notice, University will promptly inform Company, and Company will promptly submit the relevant Course to University Advisory Board for review. The University Advisory Board will use reasonable efforts to make a prompt determination of the acceptability of the relevant Course. Such determination of the University Advisory Board will be final. If the Course is accepted by the University Advisory Board, Company will launch the relevant Content on its scheduled launch date, or promptly upon the decision of the University Advisory Board. If the Course is rejected by the University Advisory Board for not having met the criteria set forth in the Course Development Agreement, or due to quality issues observed by Company, University may correct the deficiencies and resubmit the Content, so long as Company receives any such resubmitted Content at least two days prior to its scheduled launch date. Any Content resubmitted by University after that time may be delayed, or launched by Company in its sole discretion.

(d) **Content Pullout.** Except as otherwise provided herein, University may not remove, block or suspend access, or authorize an Instructor to remove, block or suspend access, to a Course submitted by University during the Course Lifespan without the prior written approval of Company unless the Instructor who provided the Course or University can demonstrate that any material portion of such Course is erroneous or has become out-of-date in ways that cannot be promptly corrected, or that such Course is non-compliant with any applicable law or regulation. Any disputes between Company and University with respect to the grounds for removing, blocking or suspending access to a Course shall be referred to the University Advisory Board (as defined in Section 9.1) for resolution. Notwithstanding the foregoing, Company will have the right to remove, block or suspend access to any University-provided Content should it be subject to an adverse inquiry or claim under 17 U.S.C. sec. 512 (e.g., use of copyrighted materials without approval).

(e) **Third-Party Claims.** Should either Party receive a written notice from a third party alleging infringement of its Intellectual Property Rights arising from the provision of University-supplied Content through the Platform or be subject to a governmental investigation, that Party will provide the other Party with notice of the alleged infringement claim, and the Content pertaining to such claim may be removed from the Platform should it be determined based on further evaluation of such claim that the Content is infringing.

3.5 **Forums.** Company will host a Q&A forum through which End Users can interact with each other and with Instructors to discuss Course materials. For the first offering of a

Course, University will make reasonable efforts to monitor the respective forum to ensure that material Course errors or issues are identified and addressed.

3.6 Analytics and Scores. Company will administer assessments and make available to University certain aggregate analytics regarding End User behavior and performance for University Courses, which will include information on any of the following: End User demographics, module usage, aggregate assessment scores (stratified by demographics) and reviews by demographics.

4. NON-EXCLUSIVITY

This Agreement forms a non-exclusive relationship between the Parties. Nothing in this Agreement (a) limits Company's right to host, distribute or otherwise make available Content obtained from third parties, including other educational institutions, whether in connection with the Platform or otherwise, or (b) limits University's right to host, distribute or otherwise make available any of its Content or Courses through third parties, in each case except as otherwise expressly agreed to in writing by the Parties.

5. REVENUE SHARING AND PAYMENT

5.1 Coursera Monetization Model. Any revenue accruing through the Coursera Monetization Model will be shared by Company with University and paid as set forth in, and in accordance with, Section 1 of Exhibit B and this Section 5.

5.2 University Monetization Model. Any revenue accruing through the University Monetization Model will be shared by University with Company and paid as set forth in, and in accordance with, Section 2 of Exhibit B and this Section 5.

5.3 Reporting and Payment. Each Party will pay to the other Party the amounts owed under this Agreement in accordance with Exhibit B.

5.4 Records. During the Term, and for a period of two years thereafter, each Party will maintain complete and accurate books and records pertaining to all amounts due to the other Party under this Agreement in sufficient detail to enable the amounts due to the other Party to be calculated or determined ("Records").

5.5 Audit. Each Party (through itself or its designated auditors) will have the right to conduct at its expense an audit, not more frequently than once every calendar year, for the sole purpose of determining the other Party's compliance with its recording and payment obligations under this Agreement. Upon at least ten business days written notice from a Party, the other Party agrees to permit during regular business hours such Party (or its designated auditor), who shall be made subject to written obligations of confidentiality at least as protective as those provided in this Agreement, to examine only those Records necessary for verifying the payments due under this Agreement during the applicable audit period, which shall not exceed the preceding eight calendar quarters. Such Records may be redacted to delete sensitive, private or confidential information not necessary for verifying such payments. If any amounts due a Party are ultimately determined to have been underpaid, the other Party will pay any such amounts within 30 days after receipt of an invoice for same from the auditing Party. In the event the audit

shows that a Party has underpaid by five percent (5%) or more, then such Party will pay the reasonable costs of such audit.

5.6 Taxes. Each Party will be responsible for the payment of all federal, state, and local sales, use, value added or other taxes that are levied or imposed on it by reason of the transactions under this Agreement (other than for taxes based on the other Party's income). If a Party is required to pay any such taxes for which the other Party is responsible, then the taxes will be billed to and paid by such other Party.

6. **RESERVED**

7. **LICENSE GRANTS AND INTELLECTUAL PROPERTY**

7.1 Content License. Subject to the terms and conditions of this Agreement, including without limitation any applicable Course Development Agreements and the Instructor Agreements, and to the extent permitted by law, University grants to Company a non-exclusive, worldwide license to reproduce, distribute, publicly display, publicly perform, create Content Enhancements with respect to, and translate Content provided by University and in which University has a copyright interest and to the extent of University's copyright interest therein, for use on the Company Website in connection with the Platform.

7.2 Platform Use and Restrictions. Subject to the terms and conditions of this Agreement and the Instructor Agreement, University and Instructors will have the right to access and use the Platform and to upload Content in connection therewith. University and Instructors will also have the right to construct or provide additional software of value to a particular Course, and which will connect with the Platform via APIs provided by Company. University will not, and will not attempt to (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the Platform, except and only to the extent applicable law prohibits or restricts reverse engineering restrictions or (b) modify, adapt, alter, or create derivative works of the Platform.

7.3 No Implied Licenses. Except as otherwise expressly granted in this Agreement, no license or other rights under a Party's Intellectual Property Rights is granted to the other Party, by implication, estoppel or otherwise.

7.4 Ownership of Intellectual Property.

(a) **Content**. All right, title and interest in and to Content created by Instructors or University and provided to Company under this Agreement and all Intellectual Property Rights relating thereto will remain with the applicable Instructor and University, except that all right, title and interest in and to enhancements made solely by Company to the Content in the form of translations, adaptations, captioning, encoding, transcripts or video annotations produced in response to accessibility requests ("**Content Enhancements**") will be exclusively owned by Company. For avoidance of doubt, Company's ownership of any Content Enhancements shall not alter the Instructor and/or University's ownership of the underlying Content.

(b) **Platform.** All right, title and interest in and to the Platform, related documentation, the Company Website and all updates, modifications, enhancements, improvements, upgrades or corrections thereof, including any assessment features added thereto, and all related Intellectual Property Rights will be exclusively owned by Company. Notwithstanding the foregoing, any software, interfaces or assessment features created or developed solely by University or an Instructor, and the Intellectual Property Rights relating thereto, will be solely owned by University or Instructor, as applicable. Company is hereby granted a royalty-free and non-exclusive copyright license to use any such software, interfaces or assessment features for the duration of the applicable Course Lifespan(s) and solely in connection with offering the applicable Course(s) through the Platform. No license to any other Intellectual Property Rights is granted.

(c) **Joint Works.** Subject to the foregoing Sections 7.4(a) and (b), any Content, software (including APIs and interfaces), technology, trade secrets, works of authorship, inventions (whether patentable or un-patentable) and features and all updates, modifications, enhancements, improvements, upgrades relating thereto ("**Joint Works**") and all Intellectual Property Rights therein that are jointly created or developed by the Parties during the Term in connection with this Agreement will be jointly and equally owned by the Parties, and each Party will have the unlimited (subject to any delay to obtain appropriate patent protection, if applicable) right to freely use such Joint Works without a duty of accounting to, or consent from, the other Party.

7.5 Limitations on Use of Content Enhancements. In the event Company makes any Content Enhancements for enabling the hosting, streaming, display or presentation of Content via the Platform, University shall not use, and shall not allow its Instructors to use, such Content Enhancements without Company's prior written consent, except for the sole use by University in connection with the applicable Course offered through the Platform. Any other use of the Content Enhancements by University or its licensees or Instructors will require Company's express prior written consent. Similarly, Company shall not use the Content Enhancements for any purpose not related to the offering of the associated University's Course.

8. INSTRUCTOR AGREEMENT

University will require and cause all of its Instructors or guest presenters providing any Content for use on the Platform, prior to uploading any such Content to the Platform, to execute and deliver to Company the applicable Instructor Agreement. In addition, to the extent participation of any other person is used in any Course, University will obtain a written release, in a form attached hereto as Exhibit G-2, from each participating person prior to uploading any such Course to the Platform. University shall provide copies of the Instructor Agreements or participation releases for any University Course to Company upon request.

9. STRUCTURE AND GOVERNANCE

9.1 Advisory Board. Company has an academic advisory board comprised of a senior academic official from each of nine participating institutions ("**University Advisory Board**") with Company being a non-voting member of such advisory board for the purpose of participating in and providing input to discussions. Institutional representatives will rotate into the board on an

annual basis, with 3 of the 9 members rotating off the board every year. The University Advisory Board will advise Company regarding academic decisions (including the selection and provision of new Content). Selection of incoming members into the University Advisory Board will be made by its current members, in consultation with the senior academic officials of other partner institutions. Activities and responsibilities of the University Advisory Board are further set forth on Exhibit D, attached hereto.

9.2 Selection of Partner Institutions. Company's partnership with other educational institutions will be set forth on Exhibit D.

10. COPYRIGHT CLEARANCE

Copyright Clearance. As between University and Company, University will be responsible for reviewing and obtaining any necessary licenses, waivers or permissions with respect to any third-party rights to Content provided by University or Instructors. To the extent that Company provides any accommodations for the Content, as provided in Section 11.2 below, the Parties acknowledge and agree such accommodations are being provided solely to make such Content accessible to persons who otherwise would not be able to access or use such Content, and are not intended to be modifications to, or derivative works of, any underlying Content.

11. ADA COMPLIANCE

11.1 University Responsibilities. University will be responsible, at its expense, for providing Content that is accessible to End Users with disabilities, including End Users with visual impairments using a screen reader technology, to enable compliance with the applicable laws and regulations of the Americans with Disabilities Act ("*ADA*"). University and its Instructors, as part of the Course preparation, will provide the materials required to be provided by University and its Instructors as provided in the ADA Compliance Protocol, including: (i) copies of any slides used in the video lectures and (ii) text description files for any material images used in quizzes or problem sets. Upon request of an End User with a disability, and as further set forth in the ADA Compliance Protocol, University will, consistent with and to the extent required under applicable laws and regulations pertaining to disability access, use commercially reasonable efforts to provide appropriate accommodations in a reasonable timeframe with respect to the Content and will bear costs associated with such accommodations during the Course Lifespan associated with such Content. Upon request, Company will provide assistance to University in providing such accommodations, for a fee to be mutually agreed upon. The Parties shall cooperate with respect to requests for accommodations from End Users with disabilities as further set forth in the ADA Compliance Protocol.

11.2 Company Responsibilities. Company will, at its expense, : (i) ensure that the Platform, including the End User interface, is accessible to End Users with disabilities in compliance with the applicable laws and regulations of the ADA, (ii) ensure that a text description file is associated with all material images in quizzes or problem sets provided by University or Instructors, (iii) proactively provide captioning for University Courses offered to the public whose initial enrollment is above 10,000 End Users, and provide such captioning for courses whose initial enrollment is smaller, in a timely manner, upon request by an End User with a disability, (iv) provide University with text transcripts of captions to facilitate University's

creation of audio captions for visual elements of its Content, to the extent such text transcripts have been created by Company, and (v) provide a capability for collecting and displaying "crowd-sourced" annotations to Content. Upon request of an End User with a disability, and as further set forth in the ADA Compliance Protocol, Company will, consistent with and to the extent required under applicable laws and regulations pertaining to disability access, use commercially reasonable efforts to provide appropriate accommodations in a reasonable timeframe with respect to the Platform and will bear costs associated with such accommodations during the Course Lifespan.

11.3 University will provide assistance to Company as reasonably necessary for Company to fulfill its obligations under this paragraph. Company shall further cooperate with University with respect to requests for accommodations from End Users with disabilities as further set forth in the ADA Compliance Protocol.

12. NAME USAGE, TRADEMARKS AND PRESS RELEASE

12.1 Name Usage License. Subject to the terms and conditions of this Agreement (including Section 12.2), each Party grants (the "**Granting Party**") to the other Party (the "**Licensing Party**") a non-exclusive, non-assignable (subject to Section 19.9), limited, worldwide license (without right to sublicense) to use the name, brand name, trademarks, service marks and logos designated on Exhibit C attached hereto ("**Marks**") of the Granting Party solely in connection with the offering of Content provided by University via the Platform and the marketing, promotion and advertising thereof, as further set forth on Exhibit C.

12.2 Trademark Usage Guidelines. Each Party will comply with the trademark usage guidelines provided by the Granting Party as of the Effective Date, which the Granting Party may update from time to time, provided that the Licensing Party shall not be required to cease, alter or modify use of the Granting Party's Mark(s) as a result of any such update or subsequent change made to the trademark usage guidelines unless the Parties mutually agree. Subject to the foregoing sentence, the Granting Party will have the right to review the Licensing Party's usage of the Granting Party's Marks and require modifications to such use consistent with the Granting Party's usage guidelines, and at the Granting Party's request, the Licensing Party will correct all uses that do not comply with the Granting Party's guidelines or cease any use of such Marks. The Parties agree that any and all permitted use of the Granting Party's Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the Granting Party, and use of such Marks will be subject to the Granting Party's prior, express authorization and approval, in each instance, provided that once initial approval is obtained by the Licensing Party for such permitted use, the Licensing Party shall not be required to obtain the Granting Party's approval for subsequent uses that are consistent with the prior authorized and approved use even if the Granting Party's trademark usage guidelines have been subsequently updated or changed. The Marks of the Granting Party are and will remain the sole and exclusive property of the Granting Party.

12.3 Linking Obligation. University will promote Company and the Services on websites that are maintained or controlled by University by prominently identifying Company and providing a link to the Company Website, consistent with University's policies or guidelines with respect thereto, and as may be further set forth in Exhibit H, attached hereto.

13. REPRESENTATION AND WARRANTIES

13.1 Mutual Representations. Each Party represents and warrants to the other Party that (a) the execution and delivery of this Agreement has been duly authorized by all necessary action; (b) this Agreement is a legally and valid obligation binding upon it and is enforceable in accordance with its terms, and the execution, delivery and performance will not conflict with any agreement, instrument or understanding to which such Party is bound; and (c) it has the full right and capacity to grant the rights hereunder without violating or conflicting with the rights of any third party.

13.2 Representations by University. University further represents and warrants to Company that: (a) all Instructors or guest presenters providing any Content for use on the Platform will have delivered the applicable Instructor Agreement or participation release or equivalent release; and (b) all Courses provided by University for use with the Platform under the Coursera Monetization Model will satisfy the Course Criteria in University's good faith judgment.

13.3 Representation by Company. Company further represents and warrants to University that, to its knowledge, use of the Platform by University or Instructors will not infringe the Intellectual Property Rights of a third party.

14. CONFIDENTIALITY; END USER DATA

14.1 Confidential Information. During the performance of their obligations under this Agreement, the Parties may exchange or obtain confidential and proprietary information of the other Party. For purposes of this Agreement, the Party disclosing Confidential Information is hereinafter referred to as the "**Disclosing Party**" and the Party receiving Confidential Information hereunder is hereinafter referred to as "**Recipient**." "**Confidential Information**" means only non-public information relating to the business or affairs of a Disclosing Party that is disclosed to a Designated Agent of the Recipient in writing, marked "Confidential" or with a similar legend. Notwithstanding the foregoing, all information related to Registered Students which has been designated by law (such as the Family Educational Rights and Privacy Act) as confidential or prohibited from being disclosed will be deemed Confidential Information without the need to mark the information as such. Confidential Information will not include: (i) information that is in the public domain before the Effective Date or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) information available to the Recipient on a non-confidential basis before receipt from the Disclosing Party, (iii) information received by the Recipient from a third party who is under no obligation to keep the information confidential; or (iv) information developed independently by the Recipient, without using or referring to the Disclosing Party's Confidential Information, as evidenced by Recipient's written records.

14.2 Permitted Use. Each Party will use the other Party's Confidential Information solely to carry out its obligations under this Agreement and for no other purpose. Neither Party has or will obtain any other rights or interest in the other Party's Confidential Information by virtue of disclosure hereunder.

14.3 **Non-Disclosure.** Except as otherwise required by law, Recipient agrees not to disclose the Confidential Information of the Disclosing Party to any third parties or to any of its employees or independent contractors except those employees and independent contractors who have a need to know the Confidential Information in order for the Recipient to perform its obligations hereunder and where such employees will be made aware that the information is confidential and will be under a written contractual restriction of nondisclosure and proper treatment of Confidential Information. The Recipient agrees to use the same care and discretion to avoid disclosure, publication or dissemination of the Disclosing Party's Confidential Information that the Recipient uses to protect its own Confidential Information, but in no case will Recipient use less than reasonable care to protect the Disclosing Party's Confidential Information.

14.4 **Return.** A Disclosing Party may at any time notify the Recipient that the Recipient must return to the Disclosing Party the Disclosing Party's Confidential Information. Each Party hereby agrees to, within 30 days of the notification: (i) return all documents and tangible items it or its employees or agents have received or created pursuant to this Agreement pertaining, referring or relating to the other Party's Confidential Information and (ii) return or certify in a writing attested to by a duly authorized officer of such Party that it has destroyed all copies thereof.

14.5 **Disclosures Required By Law.** Where disclosure of the Confidential Information is required by operation of law, court order or governmental order, the Recipient will promptly notify the Disclosing Party thereof (including the manner of disclosure) so that the Disclosing Party may take such action as it deems necessary to intervene, limit the scope of disclosure or otherwise seek assurances of confidentiality. Company recognizes that University, as a public agency, is subject to the California Public Records Act ("PRA"), Government Code §§ 6250, *et seq.*

14.6 **Student Information and Communications.** End Users' use of the Platform and Company's use of End User information will be subject to the Coursera privacy policy provided on the Company Website.

(a) **Coursera Monetization Model.** Company will not disclose any End User data collected in connection with Courses offered under the Coursera Monetization Model to University or any third party without the End User's express written permission. For purposes of this Section 14.6, the requirement for an End User's written permission may be satisfied by such End User's indication of permission via a "click-through" or similar electronic acknowledgment. University will not sell, provide or otherwise disclose any End User data collected in connection with Courses offered under the Coursera Monetization Model, including e-mail addresses and other contact information, to any third party without the End User's express written permission. University agrees that it will use End User e-mails only to deliver communications or advertisements that are of a quantity and quality that are commensurate with University's high standards and do not impose an unreasonable intrusion on any End Users' time or resources only for (i) the purpose of Course-based administrative communications or (ii) University-sponsored activities. University and Company will provide End Users the option to opt out of different forms of e-mail communications from Company and University, as applicable, provided that Company may continue to deliver administrative communications

relating to University Courses to End Users. If agreed as a monetization strategy for the applicable Course, End Users will also be provided the option to opt in or opt out of receiving offers or other communications from prospective employers.

(b) **University Monetization Model.** With End User consent, Company will provide University access to End User names and e-mail addresses and per-End User assessment results collected in connection with Courses offered under the University Monetization Model in a grade book format, provided that University agrees not to sell, provide or otherwise disclose any such data to any third party without the End User's express written permission, or as required by law. University will not use such End User e-mails or other contact information, or allow third parties to whom it has provided such information to use, in a manner that would reflect negatively on the Services or the Company Website. University agrees that it will use such End User e-mails or other contact information only to deliver communications or advertisements that are of a quantity and quality that are commensurate with University's high standards and do not impose an unreasonable intrusion on any End Users' time or resources only for (i) the purpose Course-based administrative communications or (ii) University-sponsored activities. University will provide a mechanism to allow End Users receiving communications via such e-mail or other contact information to opt out of such University communications. Except with the prior written consent of University, Company will not contact End Users enrolled in Courses subject to the University Monetization Model (other than regarding administrative matters such as site maintenance), nor will it authorize third parties to contact such End Users via the Company Website except for administrative communications sent to End Users relating to University Courses.

(c) **Registered Students Model.** Company will provide University per-End User assessment results collected in connection with Courses offered under the Registered Students Model in a grade book format. Company will treat as all data on End User identity and End User performance for Registered Students as the Confidential Information of University, and will not disclose this information to any third party without written permission from University, except as expressly permitted in this Section 14. Except with the prior written consent of University, Company will not contact End Users enrolled in Courses subject to the Registered Student Model (other than regarding administrative matters such as site maintenance), nor will it authorize third parties to contact such End Users via the Company Website.

15. **DISCLAIMERS; LIMITATIONS ON LIABILITY**

15.1 **DISCLAIMER OF WARRANTY.** THE SERVICES AND THE PLATFORM ARE PROVIDED BY COMPANY "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

15.2 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES OR LIABILITY ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT OR A PARTY'S WILLFUL MISCONDUCT OR A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR INFORMATION OR BUSINESS INTERRUPTION) ARISING OUT OF THIS AGREEMENT OR ARISING FROM OR RELATING TO THE PLATFORM OR CONTENT, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15.3 LIMITATION ON LIABILITY. EXCEPT FOR DAMAGES OR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, A PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF NET PROFITS SUCH PARTY RECEIVED IN CONNECTION WITH THE MONETIZATION OF UNIVERSITY COURSES UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FOR DAMAGES OR LIABILITY AROSE.

16. INDEMNIFICATION

16.1 Indemnification by University. University will indemnify, defend and hold harmless Company, its affiliates, and each of their officers, directors, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees and expenses) or other liabilities ("*Losses*"), arising out of or resulting from any third-party claim asserted against Company to the extent (a) relating to any Content provided by University, Instructors or any guest presenters for use with the Services or Platform, including any violation or infringement of any third-party Intellectual Property Rights, claims of defamation, invasion of privacy, right to publicity or unfair competition; or (b) any such claims relate to violations of the ADA, except to the extent such claims result from Company's failure to meet its ADA obligations under the applicable Monetization Model as set forth in this Agreement; but only (in each case) in proportion to and to the extent that such claims are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

16.2 Indemnification by Company. Company will indemnify, defend and hold harmless University and its trustees, officers, Instructors, employees, agents, representatives, and End Users from and against any and all Losses, arising out of or resulting from any third-party claim asserted against University to the extent (a) relating to any Content used with the Services or Platform not provided by University, Instructors or any guest presenters, including any violation or infringement of any third-party Intellectual Property Rights, claims of defamation, invasion of privacy, right to publicity or unfair competition; or (b) any such claims relate to

violations of the ADA resulting from Company's failure to meet its ADA obligations under the applicable Monetization Model as set forth in this Agreement; but only (in each case) in proportion to and to the extent that such claims are caused by or result from the negligent or intentional acts or omissions of Company, its officers, agents or employees.

16.3 Procedures. Each Party's right to indemnification under this Section 16 is conditioned on the Party seeking indemnification ("*Indemnified Party*") (a) giving reasonably prompt written notice of, and tendering any such claim to, the other Party ("*Indemnifying Party*"); (b) permitting the Indemnifying Party to solely defend or settle any such claim at its sole expense; provided, however, that (i) the Indemnifying Party will not enter into any settlement agreement that would result in any admission by the Indemnified Party or payment by the Indemnified Party without the Indemnified Party's prior written consent, and (ii) the Indemnified Party may at its election participate in the defense of such claims through separate counsel at its own expense; and (c) providing the Indemnifying Party all reasonable assistance (at the expense of the Indemnified Party) in connection with the defense or settlement of any such claims.

17. TERM AND TERMINATION

17.1 Term. This Agreement will commence on the Effective Date and will continue in effect until terminated as set forth below (the "*Term*").

17.2 Termination for Cause. Either Party may terminate this Agreement, upon written notice to the other Party: (a) if such other Party commits a material breach of this Agreement, which breach is not cured within 30 days of receipt of written notice of such breach from the non-breaching Party, (b) immediately if such other Party has a receiver appointed, or an assignee for the benefit of creditors or in the event of any insolvency or inability to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws, or (c) immediately if the acts or omissions of such other Party adversely or negatively cause or result in material damage to or loss of a Party's reputation. Any disagreements or disputes regarding any material damage or loss to reputation will be resolved by the dispute resolution procedures set forth in Section 19.2.

17.3 Termination without Cause. Either Party may terminate this Agreement upon providing at least 90 days' prior written notice of such termination to the other Party.

17.4 Consequences of Termination. Termination of this Agreement for any reason does not relieve either Party of its obligation to pay any amounts owed to the other Party that became due prior to such termination. Upon any termination of this Agreement, each Party will promptly return all Confidential Information (other than this Agreement) of the other Party in its possession or control.

(a) In the event of termination of this Agreement by either Party, all rights and obligations under this Agreement will immediately cease, and Company will have no further obligation to provide any of the Services, except that in the case of termination by either Party under Section 17.3 or termination by University under Section 17.2 (and provided Company does not itself have a right to terminate this Agreement under Section 17.2), Company will continue to host and make available, and have the right to monetize, any Course that is being

hosted and provided by Company through the Platform at the time of termination for the remainder of the Course Lifespan, subject to all applicable terms and conditions of this Agreement (including the Agreement's revenue sharing provisions), which terms and conditions will survive so long as Company continues to provide such services post-termination.

(b) Notwithstanding anything to the contrary in this Section 17.4, in the event of termination of this Agreement by University under Sections 17.2(a) and 17.2(c), Company agrees that for a period of up to three years after such termination, and at University's request, it will continue providing hosting and streaming services through the Platform under the University Monetization Model, subject to all applicable terms and conditions of this Agreement (including payment by University), which terms and conditions will survive so long as Company continues to provide such services post-termination.

17.5 Surviving Provisions. The following provisions will survive any expiration or termination of this Agreement: Sections 1; 5.1 – 5.3 (for owing and unpaid amounts), 5.4 – 5.6; 7.4; 14; 15; 16; 17.4; 17.5 and 19.

18. SOURCE CODE ESCROW

18.1 Deposit. Within 30 days of University's request, Company will place a complete copy of the source code for the Platform and related documentation (including instructions for use) into escrow with an independent third-party escrow agent mutually agreed by the Parties, at University's expense, and enter into an escrow agreement under which University is a named beneficiary ("Escrow Agreement"). Throughout the Term, Company will update the source code for the Platform and related documentation every calendar quarter so that the deposit reflects the most current version of the Platform and documentation (collectively, the "Escrow Materials").

18.2 Release. Provided that University is not in breach of this Agreement, University will be entitled to request the release of the Escrow Materials upon the occurrence of one of the following events (each being a "Release Event"): (i) Company becomes the subject of any proceedings seeking relief, reorganization or rearrangement under any laws relating to bankruptcy or insolvency (and such proceeding is not dismissed within 90 days) and Company becomes unable to perform its obligations with respect to the Platform under the terms and conditions of this Agreement; or (ii) Company commences the liquidation, dissolution or winding up of its business and no successor-in-interest to Company continues to operation the business. If this Agreement is terminated by Company pursuant to Section 17.2, then University's rights as a beneficiary under the Escrow Agreement will immediately terminate.

18.3 Rights to Escrow Materials. If the Escrow Materials are released to University pursuant to a valid Release Event, then Company hereby grants University a non-exclusive, non-transferable right and license to use the Escrow Materials internally for the sole purpose of hosting and offering Content to End Users in accordance with the terms and conditions of this Agreement, for the remainder of the Term, and to use and modify the Escrow Materials for internal support and maintenance purposes. The Escrow Material at all times remains the Confidential Information of Company, and will be protected in perpetuity until and unless one or more of the confidentiality exclusions set forth in Section 14.1 above occurs. University will not

have the right to distribute, publish or otherwise disclose any of the Escrow Materials. If, following the release to University of the Escrow Materials, Company can demonstrate to University's reasonable satisfaction that Company can continue to perform its obligations under this Agreement, then University will return the Escrow Materials to the escrow agent and cease exercising its license rights in this Section 19.3.

19. GENERAL TERMS

19.1 Governing Law and Venue. This Agreement will be deemed to have been executed and delivered in the State of California, and will be governed by, and construed and enforced in accordance with, the laws of the State of California, without regard to its conflict of law principles. Each Party hereby expressly consents to the jurisdiction and venue of any court of competent jurisdiction in Alameda County, California.

19.2 Dispute Resolution.

(a) In the event that any dispute, claim or controversy (collectively, a "*Dispute*") arises out of or relates to any provision of this Agreement or the breach, performance or validity or invalidity thereof, an appropriate authorized manager of each Party will attempt a good faith resolution of such Dispute within 30 days after either Party notifies the other of such Dispute. Neither University nor Company may pursue any Dispute except as set forth below in this Section 19.2.

(b) If such Dispute is not resolved within 30 days after such notification, the Parties shall, upon demand by either Party, within ten business days thereafter (or such longer time agreed to by both Parties), agree upon and retain (with expenses to be borne equally by the Parties) a neutral individual to act as a mediator. If the Parties cannot agree upon a mediator within the time period, the selection shall be made by the American Arbitration Association upon the request of either Party, with the administrative costs for such selection to be borne equally by the Parties. The mediation shall be conducted within 60 days of the appointment of the mediator (unless the Parties agree to a later date), and shall be conducted confidentially in an effort to settle the Dispute. Nothing herein, however, will prohibit either Party from seeking temporary injunctive relief from any court of competent jurisdiction.

(c) If the Dispute is not settled within ten business days after the first day of mediation (or such longer time agreed to by both Parties), either Party may initiate litigation only in any court of competent jurisdiction located in Alameda County, California, and neither Party may litigate in any other forum; however, neither Party may initiate litigation against the other without first utilizing the process set forth in this Section 19.2, except for seeking a temporary restraining order or a preliminary injunction. To the extent permitted by law, the Parties agree that any statute of limitations applicable to any claim, controversy, or dispute shall be tolled from the date that such notice is sent under clause (a) above until the first day upon which the Parties are permitted to initiate litigation. **THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

19.3 Independent Contractors. The relationship between Company and University under this Agreement is that of independent contractors. Nothing in this Agreement will be construed so as to constitute Company and University as partners or joint venturers, or either Party as the employee or agent of the other Party, or in any other manner other than as independent contractors. Neither Party will have any power or authority to bind the other Party in any transaction with a third party.

19.4 Headings and Construction. The headings are provided for convenience only and will not be used in interpreting any provision of this Agreement. No rule of strict construction shall apply to or be used against either Party as a consequence of such Party's authorship of any provision of this Agreement. As used in this Agreement, the words "include," "including" and their variants are to be construed as if followed by the words "without limitation" or "but not limited to."

19.5 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by Federal Express or similar service, or registered or certified mail, postage prepaid, addressed as follows:

If to Company, at: Coursera, Inc.
Attn: Daphne Koller
1975 W. El Camino Real, Suite 202
Mountain View, CA 94040
Phone: 650-██████████

If to University, at: University of California, Santa Cruz
1156 High St., Kerr Hall
Santa Cruz, CA 95064
Attn.: Alison Galloway, Campus Provost/Executive
Vice Chancellor
Phone: 831-459-3885

With a copy to: University of California, Santa Cruz
1156 High St.
Santa Cruz, CA 95064
Attn.: Ira Pohl, Associate Dean for Future
Curricula and Online Education
Phone: 831-459-3648

19.6 Force Majeure. Each Party is excused from performance of this Agreement (other than for any payments due) and will not be liable for any delay in whole or in part caused by the occurrence of any contingency beyond the reasonable control of such Party. These contingencies include, without limitation, war, sabotage, insurrection, riot or other act of civil disobedience, act

of public enemy, failure or delay in transportation, act of government or any agency or subdivision thereof affecting the terms of this Agreement or otherwise, judicial action, labor dispute, student disorders, accident, fire, explosion, flood, severe weather, natural disaster or other act of God, shortage of labor, hardware failure, interruptions or failure of the Internet or third-party network connections or incapacity of an Instructor. In the event a force majeure event endures longer than thirty (30) consecutive days, either party may terminate this Agreement without being deemed in breach thereof.

19.7 Entire Agreement; No Third-Party Beneficiaries. This Agreement, including all Exhibits and Schedules attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement. Nothing in this Agreement is intended or shall be construed to entitle any person or entity other than the Parties and their respective transferees and assigns permitted hereby to any claim, cause of action, remedy or right of any kind.

19.8 Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, will be valid or binding unless set forth in a writing signed by both Parties.

19.9 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, except that either Party may assign this agreement without consent in connection with a merger, consolidation, restructuring or sale of all or substantially all of its equity or business or assets to which this Agreement relates. Subject to the foregoing, this Agreement will inure for the benefit of each of the Party's permitted successor and assigns.

19.10 Expenses. Except for costs and expenses specifically assumed by a Party under this Agreement or imposed upon a Party pursuant to another provision of this Agreement, each Party will pay its own expenses incident to this Agreement.

19.11 Severability. If any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

19.12 Waiver. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

19.13 Attorneys' Fees. The prevailing Party in any suit, action, counterclaim, or arbitration arising out of this Agreement will be entitled to recover reasonable attorneys' fees, litigation expenses, collection costs, and the cost of any arbitration in addition to court costs.

19.14 Compliance with Laws. Each Party will comply with all federal, state and local laws and regulations, as amended from time to time, applicable to such Party's performance of

its obligations under this Agreement, including all applicable export laws and regulations of the United States and other applicable jurisdictions.

19.15 Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Coursera, Inc.
"Company"

By:  _____

Printed Name: Daphne Koller

Title: CO-CEO

The Regents of the University of California
"University"

By:  _____

Printed Name: Alison Galloway

Title: Campus Provost

**Exhibit A
 Design and Development Obligations with Respect to Online Courses**

Task	University				Company			
	Course Monetization Model	University Monetization Model	Registered Student Model	Course Monetization Model	University Monetization Model	Registered Student Model	Course Monetization Model	University Monetization Model
University support								
1. Company will assist in training TAs and in guiding faculty. At its discretion, Company may send course support personnel to University site at the beginning of quarters or semesters.				<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Company will provide phone and email support for course staff throughout the content production process.				<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
3. University will appoint a local representative to assist faculty as needed. Representative will be part-time or full-time, as appropriate.	<input checked="" type="checkbox"/>							
4. University will encourage, but not require, its faculty to participate in delivering Company Course Content, provided that such activities do not materially detract from and are consistent with the academic priorities of University.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>			
5. University will use reasonable efforts to support online Course development for the Platform, including, at its discretion, such actions as: recording lectures in classrooms, with Instructor's consent and in accordance with applicable law and University policy; supporting town-hall meetings where Company can present the platform to faculty; purchasing equipment and setting up	<input checked="" type="checkbox"/>							

Task	University				Responsible Party			
	Courseware Monetization Model	University Monetization Model	Registered Student Model	Courseware Monetization Model	University Monetization Model	Registered Student Model	University Monetization Model	Registered Student Model
recording studios; and providing TAs to Instructors to support Course development.								
Video production								
1. Company will provide suggested guidelines for setups of recording infrastructure; Company will also provide suggested guidelines for the recording process.				<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. University will purchase appropriate video production hardware and software and find and provide space for recording studios, as needed.	<input checked="" type="checkbox"/>							
3. University teaching staff will deliver lectures in an appropriate recording environment (whether a classroom, a recording studio, an office, or elsewhere).	<input checked="" type="checkbox"/>							
4. University will edit and segment (chunk) video Content (through TAs or other University staff, working under Instructor's supervision).	<input checked="" type="checkbox"/>							
Design of assessments and interactive content								
1. Company will provide Instructors with a set of convenient authoring tools for the construction of auto-graded assessments in a set of standard formats, e.g., multiple choice, check boxes, short answer.				<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. University will design scalable forms of assessments and other types of interaction for their respective Courses.	<input checked="" type="checkbox"/>							
3. Company, at its discretion, will develop infrastructure for additional forms of				<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Task	University				Responsible Party			Company		
	Course Monetization Model	University Monetization Model	Registered Student Model	Course Monetization Model	University Monetization Model	Registered Student Model	Course Monetization Model	University Monetization Model	Registered Student Model	
assessments required for particular Courses, as supported by the Platform.										
4. Instructors may optionally develop additional forms of assessment specialized to their Courses, which interfaces with the Platform via APIs provided by Company.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>							
Best practices and pedagogy Company will (working with University and other partner institutions) help to develop best practices for online instruction and for use of classroom time when moving to a flipped classroom model. Such guidelines and resources will be provided to Instructors in an easy-to-use format.				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
IP usage agreements Company will work with University and other partner institutions to develop blanket IP usage agreements with publishers of major sources of Content, in return for acknowledgments on the Company Website.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
Handicap accessibility										
1. Company will design the Platform so that it is accessible to screen reading technology.							<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
2. University will reasonably assist Company in addressing accessibility for visually impaired End Users by providing a copy of slides corresponding to the Courses uploaded to the Platform and causing Instructors to provide text descriptions for graphic content included in any form of End User assessments.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>			

Task	University				Responsible Party				Company				
	Coursera Monetization Model	University Monetization Model	Registered Student Model	Coursera Monetization Model	University Monetization Model	Registered Student Model	Coursera Monetization Model	University Monetization Model	Registered Student Model	University Monetization Model	Registered Student Model	Coursera Monetization Model	University Monetization Model
3. For low-enrollment Courses under the Coursera Monetization Model, for which captions are not immediately generated, Company agrees to provide captioning promptly upon request by a hearing-impaired End User, pursuant to Section 11.1(a).				<input checked="" type="checkbox"/>									
Captioning and translation													
1. The Platform will fully support captioning in English (and other languages) of video content, to ensure accessibility for hearing-impaired End Users, to make the material more accessible to foreign-language speakers, and to allow text-based indexing into video stream.				<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>	
2. Company will provide captioning for Courses offered to the public whose initial enrollment is above 10,000.							<input checked="" type="checkbox"/>						
3. Company will, within the first three months of the term provide capabilities to crowd-source captioning.							<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>	
4. Company will, within the first three months of the Term, provide capabilities to crowd-source translations into multiple languages.							<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>	
Platform and online Courses													
1. Company will provide University with Application Programming Interfaces ("APIs") to enable University to connect with the Platform and will host the Platform and associated Content and stream such Content to end users. Company will also							<input checked="" type="checkbox"/>					<input checked="" type="checkbox"/>	

Task	Responsible Party					
	University		Company			
	Coursea Monetization Model	University Monetization Model	Registered Student Model	Coursea Monetization Model	University Monetization Model	Registered Student Model
provide University with technical support in connection with its use of the Platform and APIs.						
2. Company will host the Platform and associated Content and stream such Content to end users.				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Company will provide University with technical support in connection with its use of the Platform and APIs.				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Company will host a Q&A forum through which End Users can interact with each other and with Instructors to discuss Course materials.				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5. For the first offering of a Course, University will cause each Instructor to monitor his or her respective forum to ensure that material Course errors or issues are identified and addressed.	<input checked="" type="checkbox"/>					
6. Company will administer assessments and make available to University certain aggregate analytics regarding End User behavior and performance, which will include information on any of the following: End User demographics, module usage, aggregate assessment scores (stratified by demographics) and reviews by demographics.				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Upon request of an End User with a disability, commercially reasonable efforts				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

Task	Responsible Party					
	University			Company		
	Courseera Monetization Model	University Monetization Model	Registered Student Model	Courseera Monetization Model	University Monetization Model	Registered Student Model
will be used to provide appropriate accommodations in a reasonable timeframe						

Exhibit B Revenue Sharing

1. Coursera Monetization Model

As between Company and University, revenues from any monetization strategies used under the Coursera Monetization Model will be shared as follows:

- Company will pay to University six to fifteen percent (6 - 15%) of gross revenues received by Company for Courses offered through the Platform (the “*Revenue Share*”).
- The applicable percentage of the Revenue Share will be determined by the Parties in the applicable Course Development Agreement on a per-Course, sliding scale basis, depending on the quality of materials provided by University and on the agreed upon length of the Initial Period. By way of example:
 - Company will pay University six percent (6%) of gross revenues for Courses with minimal production value (as reasonably determined by Company, subject to review by the University Advisory Board for any disagreements by University relating to such determination) or a Course with a three-month Course Lifespan.
 - Company will pay University fifteen percent (15%) of gross revenues for Courses provided as edited, chunked videos with high production value and meaningful assessments (as reasonably determined by Company, subject to review by the University Advisory Board for any disagreements by University relating to such determination) and a 36-month Initial Period.
 - In addition to the duration of the Course as provided above, for each Course offered under the Coursera Monetization Model, Company will also take into account the number and quality of assessments offered for each such Course in determining the applicable percentage of gross revenues such that the percentages identified above may be adjusted up or down at Company’s reasonable discretion.
 - Upon request by University, Company may, at its sole discretion, provide for a higher percentage of Revenue Share for Courses of short Course Lifespan whose topic is such that a shorter Course Lifespan is warranted.
 - At the request by University, Company may provide, for an agreed upon fee, Content preparation services, such as chunking, video editing or help in preparing assessments. The Parties agree that any such services provided by Company do not constitute part of this Agreement but will be provided to University under a separate agreement by Company as a service provider to University.
- In addition, Company will pay University twenty percent (20%) of Gross Profits on the aggregate set of Courses provided by University or Instructors under this Agreement (“*Additional Revenue Share*”). Calculation of Gross Profits will account for deduction of all costs specific to University Courses, including, but not limited to,

any previous Revenue Share paid to University by Company, costs of captioning and translation of University Courses, hosting and website charges, costs for tutoring and grading, etc. for University Courses.

2. University Monetization Model

To be determined on a Course-by-Course basis and set forth in the applicable Course Development Agreement.

3. Reporting and Payment

- Coursera Monetization Model:

Payment of the Revenue Share and Additional Revenue Share by Company to University will be on a calendar quarter basis. Within 30 days after the end of each calendar quarter, Company will calculate and pay to University the appropriate amount of the Revenue Share and Additional Revenue Share and provide a report indicating how such amounts were determined.

- University Monetization Model:

Payment of the amount due to Company as agreed in a Course Development Agreement will be on a calendar quarter basis. Within 30 days after the end of each calendar quarter, University will calculate and pay to Company the appropriate amount and provide a report indicating how such amount was determined and that specifies in reasonable detail the sources and amount of gross revenue and the categories and amounts per category of deductions taken in calculating the amount due.

Exhibit C Marks Usage Guidelines

Company's Marks Usage Guidelines

Coursera's mark is as follows:



Coursera Trademark Usage Guidelines

1. **Rules to Use Trademarks of Coursera, Inc. ("Coursera")**
 - A. **Word Mark and Logo**
 - (i) **Do not alter the Trademarks.** You should not vary the appearance of the Trademarks by abbreviating them, changing their spelling, or using improper capitalization.
 - (ii) **Keep the Trademarks clear, easy to recognize.** Maintain the legibility of the Trademarks and never reproduce the Trademarks' logos in a manner that causes the logos to become illegible or blurry, which may happen if the logo is reproduced too small.
 - (iii) **Maintain space between the Trademarks and other logos.** Always allow a minimum clear space around the Trademarks' logo. Never violate the clear space with any graphic elements, words or charts.
 - (iv) **Set Trademarks apart from surrounding text.** When the Trademarks are used in a non-stylized form as part of promotional or marketing materials, it should be set apart and distinguished from the other words in the text. In order to do this, the Trademarks may be rendered in boldface type, italics, capital letters, underscored, or set in quotation marks.

Example:

CORRECT	INCORRECT
Courses from various universities are <u>made available</u> through the	Courses from various universities are made available through the

COURSERA™ platform.	coursera platform.
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- (v) **Do not use Trademarks and their logos without permission.** You may not use any Trademarks and their logos unless you have an agreement with or express written consent from Coursera authorizing such use.
- (vi) **Use only the approved master artwork.** The Trademarks' logos are single, standalone pieces of artwork. When reproducing the logos, use only the master artwork provided by Coursera. Do not alter or distort the appearance of the logo in anyway, for example, by adding your own design elements or colors or changing the font. The logo must always look sharp, clean and well produced.

B. Form

- (i) **Use Trademarks as an adjective followed by a generic noun.** Trademarks are adjectives and should be followed by the generic term in lowercase letters they modify, such as "courses" or "website."
- (ii) **Do not use the Trademarks in possessive or plural form.** Never use a trademark as a noun, a verb or in the possessive form. Trademarks cannot be pluralized. Do not add hyphenations to the Trademarks.
- (iii) **Use the proper trademark symbol.** A Trademarks should appear with the proper trademark symbol (e.g., TM or ®). In written materials, the appropriate symbol must be used with the first or most prominent appearance of the Trademarks in headlines and the first time the Trademarks appears in body text. This appropriate symbol also should be used on each subsequent page if the topic is different or if the pages can be separated and distributed independently. If the materials, product packaging, or web page includes a properly licensed Trademarks' logo, which already includes the appropriate trademark symbol, it is not necessary to include a trademark symbol after the word in the text in that material, product packaging, or web page.

C. Way of Using

- (i) **Use the proper trademark attribution statement.** All marketing collateral, advertisements, product packaging, web pages, and studies that include the Trademarks also must include the proper trademark attribution statement crediting ownership of the Trademarks to Coursera. Typically, the attribution statement is displayed at the end of the material or in the footer of the document. The correct trademark attribution statement is:

COURSEERA is a trademark or registered trademark of Coursera, Inc.

- (ii) **Do not use Trademarks in false or misleading advertising.** Advertising for Coursera or its products or services offered under the Trademarks must not be false or misleading in any way and must not be in violation of any applicable law, municipal ordinance, or administrative agency regulation of any country.
- (iii) **Do not use Trademarks in objectionable material.** You may not use the Trademarks on or in connection with any defamatory, obscene, pornographic, or other objectionable materials of any sort.
- (iv) **Do not use Trademarks to disparage Coursera.** You may not use the Trademarks to disparage Coursera, its products or services, or in a manner that, in Coursera's reasonable judgment, may diminish or otherwise damage its reputation or the goodwill in the Trademarks.
- (v) **Do not use Trademarks' logos as a decorative device.** Do not use any such logos for purely decorative purposes in any marketing collateral, packaging, or web site without the express written permission of Coursera.
- (vi) **No third party products.** Do not use the Trademarks in connection with any third party trademarks or service marks, on products which also include third party trademarks or service marks, or to sell or market products or services other than those of Coursera.

2. Rules for Trademarks as a Trade Name

- A. **Use in the form of a noun.** Trademarks function not only as a trademark and service mark identifying goods and services offered by Coursera, but also as a trade name or company name referring to Coursera. Trade names are nouns and, therefore, should not be followed by a generic descriptor and may be used in the possessive form.
- B. **Do not use trademark symbols.** When used as a trade name, the Trademarks should not be followed by a trademark symbol.
- C. **Use in documents.** Within documents, the first reference to the trade or company name should be the complete form of trade name. For example, the first reference to the trade name should be "Coursera, Inc." "Coursera" can be used for subsequent references.

University's Marks Usage Guidelines

Company acknowledges that section 92000 of the California Education Code restricts use of the name of the University of California. Accordingly, Company shall not use the name, logo, trademark or proprietary mark of the University of California or the University of California's Santa Cruz campus without the prior written approval of the University, except that Company may use the University of California, Santa Cruz name and logo and trademark provided by the

University solely for identifying University as a Coursera participating institution and in connection with the offering of Content provided by University via the Platform and the marketing, promotion and advertising thereof.

Exhibit D Governance

Selection of Partner Institutions. It is Company's intent to offer on its Platform only Content provided by top-quality educational institutions. Within North America, Company will host and provide only Content provided by universities that are a member of the Association of American Universities; provided, however, that Company may devote part of its Services to Content provided by universities outside of North America, provided that such universities are limited to the generally regarded "top five" universities within any country in any given year, as ranked by the current Academic Ranking of World Universities, or any replacement or successor organization. If Company desires to provide Content for any other universities or content providers, Company will be required to obtain the prior approval of the University Advisory Board; provided, however, that no such approval is needed for Company to develop any website, offer any Content or services, or license its Platform or other technology to third parties for use on any third-party website, as long as the website is not located at coursera.org or subdomain name thereof and does not use the brand or name of University.

Role of the University Advisory Board: The University Advisory Board will serve the following role:

- Advise Company regarding academic decisions (including the selection and provision of new Content).
- Serve as the final arbiter in cases involving disagreements or disputes between the Parties regarding (i) acceptance of University Courses for hosting on the Platform, (ii) the pullout of any Content from offering on the Platform and (iii) issues relating to determination of Revenue Share.
- Review the Platform and Services for the purpose of evaluating pedagogy, Content, effectiveness, suitability and other relevant metrics as may be decided from time to time and making suggestions to Company with respect thereto.

Exhibit E
Course Development Agreement
(Agreed Upon Specifications and Content for Course)

Course Specifications:

Course Title and Number	
Instructor(s)	
Class Length (weeks)	
Hours per week	
Frequency of In-Video Quizzes	
Number of Problem Sets	
Number of Programming Assignments	

Description of Course Content

Description of programming assignments

- Programming language(s)
- Autograding approach (unit testing? output comparison?)
- Are End Users allowed multiple submissions?

Description of problem sets

- Format of questions used (short answer questions, multiple choice, etc.)
- Randomized choice of questions (allowing for multiple submissions)
- Other forms of assessment (e.g., peer grading)

Any other assignments

Course Offering and Monetization Model:

Monetization Model	
Monetization Strategies	
Pricing	
Initial Period	
Revenue Share	
Advance notice period for Removal Request (if different than 90 days)	

Instructor Responsibilities

The teaching staff will be responsible for:

- Creating the video lecture Content (including video editing and chunking into short videos).

- Creating appropriate assessments, so as to have a rigorous, meaningful, measure of End User learning.
- Software development on any special-purpose assessments required for the class, except by agreement of Company, at its own discretion, to help develop such assessments.
- Copyright clearance: Ensuring that the Content (lectures + assessments) are clear of copyright issues, as per University-provided guidelines.
- Uploading the video Content, assessments (quizzes), and slides used to the hosting Platform (together with any other relevant content, such as web pages, etc.).
- Uploading any slides used in the videos together with the videos.
- Uploading appropriate text descriptions of images in quizzes.
- Working with University and Company to provide any necessary accommodations for End Users with disabilities.
- In the first course offering, monitoring the Q&A forum to ensure that major problems in video Content or assessments are addressed.

Agreed to and accepted by:

For Company: (signature) _____

Name _____ Title: _____ Date: _____

For University: (signature) _____

Name _____ Title: _____ Date: _____

For Instructor(s): (signature) _____

Name _____ Title: _____ Date: _____

Exhibit F ADA Compliance Protocol

As set forth in Section 11 of the Agreement, Company will ensure that the Platform, including the End User interface, is reasonably accessible to End Users with disabilities, including End Users with visual impairments using a screen reader technology, in compliance with the applicable laws and regulations of the ADA.

For Content provided in any Course for which enrollment is open to the general public, without need for a registration process, University will provide the following materials proactively, at the time the Course Content is uploaded onto the Company Website:

- Any slides, with their annotations, used in the production of the videos.
- A text annotation file describing any images used in quizzes or problem sets, to allow End Users with limited vision to access these quizzes without requiring assistance; this file must be provided in a format accessible to screen reader technology (as per guidelines provided by Company).

Company will provide capability to check that these materials were uploaded onto the Company Website prior to opening the Content to the public.

Company will provide an "Audio Text Transcript" for the audio stream, as follows:

- For all University Courses offered to the public under the Coursera Monetization Model whose initial enrollment is above 10,000 End Users, the audio will be proactively captioned within seven days of the time that the Instructor uploads the video onto the Website.
- For all University Courses offered to the public under the Coursera Monetization Model whose initial enrollment is fewer than 10,000, the audio will be captioned upon request by and End User with a disability, in a timely manner, as specified below.
- For any University Courses under the University Monetization Model or the Registered Students Model for which University requests such captions, at an agreed-upon fee.

When Content is not audio captioned proactively, then upon request (by End User or by University), Company will provide captions for the first week of Content within seven days of request, and then subsequent weeks' materials at seven days intervals thereafter.

To address accessibility needs for which the above-mentioned accommodations are insufficient, Company and University will implement the following protocol. Upon an accommodation request, Company and University will enter into a good-faith discussion with the End User to find an appropriate form of accommodation that can be provided using reasonable effort and without undue burden. Company's contact information for such requests will be provided on the Company Website, and inquiries will be responded to in a timely manner, typically within one business day.

If Company and University determine that it is necessary, the accommodation can be up to providing a "Video Text Transcript" of the video stream, in which the audio captions are interspersed with a text description of graphical elements on the slides and other visual elements of the lecture. The Video Text Transcript for the first week will be provided within ten days of the time of the request, and then subsequent weeks' material will be provided at seven day intervals thereafter.

Should the need for accommodations cause delays for End Users with disabilities, appropriate extensions on deadlines will be given. Extensions to deadlines will be given to End Users with learning disabilities as needed. As another option, should another offering of the Course be planned for the near future, Company will determine whether the End User is willing to postpone enrollment in the Course until that next offering, allowing Company and University to prepare the accommodation materials proactively, so that the End User can receive the annotated materials on the same schedule as other End Users.

To prepare a Video Text Transcript, Company will provide University with the Audio Text Transcript, as specified above, to the extent such transcripts have been created by Company. Descriptions of any graphical elements in the slides or video can then be injected into the Audio Text Transcript by University or its teaching staff to complete the Video Text Transcript. Company will also provide a capability for collecting and displaying "crowd-sourced" annotations to Content, allowing End Users participating in the Course to help provide the necessary annotations. Company will use means at its disposal (such as badges and other forms of recognition) to encourage End Users to participate in this effort.

Exhibit G-1 Form of Agreement for Instructors and Guest Presenters

This agreement is made in reference to a course titled _____ (“*Course*”) that is being prepared for online distribution initially by Coursera, Inc. (“*Company*”) under an agreement between Company and [_____] (“*University*”). For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, and to the extent permitted by law, I hereby irrevocably grant University the absolute right and permission to use, store, host, publicly broadcast, publicly display, public perform, distribute, reproduce and digitize any Content that I upload, share or otherwise provide in connection with the Course or my use of the Platform, including the full and absolute right to use my name, voice, image or likeness (whether still, photograph or video) in connection therewith, and to edit, modify, translate or adapt any such Content (“*Content Enhancements*”) for the purposes of formatting or making accommodations to make Content accessible to persons who have disabilities. To the extent I create or develop any software, interfaces or assessment features for use in connection with the Course or the Platform (“*New Features*”), and to the extent permitted by law, I hereby irrevocably grant University the right to use my contributions to the New Features for any and all purposes and to grant others, including the Company, the right to use my contributions to such New Features solely in connection with, and for the duration such entity offers the Course as authorized by University. “*Content*” means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. “*Platform*” means Company’s proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I represent that to the best of my knowledge, I have all necessary right and authority to grant the rights herein granted with respect to the Content I upload, share or otherwise provide in connection with my use of the Platform. I further represent that (i) I have used, and will use, reasonable efforts not to incorporate or use any libelous, slanderous, obscene or racist materials or commentary in such Content, (ii) I have used, and will use, reasonable efforts to comply with all guidelines and agreements between me and the university for which I am employed or otherwise engaged regarding copyright clearance and the use of third-party copyrighted material in such Content; and (iii) I have used, and will use, best efforts, to the extent consistent with the pedagogical goals of the course, to consider students with disabilities in the preparation and presentation of Content for such Course(s), such as verbally describing visual elements for the visually impaired.

I hereby release, discharge, promise not to sue, and hold harmless University, Company and their affiliates, successors and assigns from and against any and all claims, demands, costs and/or causes of action of any nature arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to any Content I upload, share or otherwise provide in connection with use of the Platform. In this regard, I expressly waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions), which Section reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

I certify and represent that I have read this Agreement, fully understand its meaning and effect, and have signed this Agreement intending to be legally bound. The provisions hereof shall be binding upon me and my successors, heirs and assigns.

(Please Print) Name: _____
Course(s): _____

Signature
Date: _____

Exhibit G-2 Form of Participation Release

This Participation Release (this "**Release**") is made in reference to a course titled _____ ("**Course**") that is being prepared for online distribution initially by Coursera, Inc. ("**Company**") under an agreement between Company and [_____] ("**University**"). For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby irrevocably grant University the full and absolute right to use my name, voice, image or likeness (whether still, photograph or video) in connection with the preparation of the Content for the Course and the provision of the Course on the Platform. I also irrevocably grant University the right to grant any or all of the foregoing rights and permissions (i) to Company for the duration such Content is offered through the Platform, and (ii) to other entities or persons in connection with any other distribution of the Course. "**Content**" means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. "**Platform**" means Company's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I hereby release, discharge, promise not to sue, and hold harmless University and its affiliates, successors and assigns and any entity, including Company, to which University may grant any right or permission authorized hereunder, from and against any and all claims, demands, costs and/or causes of action of any nature arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to the use of my name, voice, image or likeness (whether still, photograph or video) in connection with the provision of the Course on the Platform or its distribution through other means.

I certify and represent that I have read this Release, fully understand its meaning and effect, and have signed this Release intending to be legally bound. The provisions hereof shall be binding upon me and my successors, heirs and assigns.

(Please Print) Name: _____
Course(s): _____

Signature _____
Date: _____

Exhibit H University Linking Guidelines

University policies regarding linking to external websites include, without limitation, the “Policy for Acceptable Use of UCSC Electronic Information Resources,” which may be viewed at <http://policy.ucsc.edu/html/it0003.shtml#intro>.

Consistent with University policies, the appearance and placement of any link to the Company Website shall be subject to prior review by University and University shall have the sole discretion to approve or disapprove any particular link. However, University shall make such determination in good faith and in consultation with Company.

Schedule 1

Possible Company Monetization Strategies- Subject to Parties’ Mutual Approval

1. **Certification:** Company will provide University-branded certificates that can be purchased by End Users; these certificates, which do not carry University credit, will certify achievement by End Users of an Instructor-specified threshold of performance for a particular Course. These certificates might be provided either as (a) a signed pdf document, or (b) a badge posted on LinkedIn, Facebook, Google+, or other community websites, via a recognized badging system. The allowed forms of the Certificate or Badge are as shown in Schedule 2.
2. **Secure assessments:** Company may provide an End User, for a fee, the capability to undergo identity-verified testing at a private location or in a certified testing location.
3. **Employee recruiting:** With End User consent (via opting into emails of this type), Company will allow prospective Employers (whether an employer or a recruiter) to execute queries against End User records. These queries might involve End User performance in relevant Courses (as specified in the query) as well as End User-supplied demographic information (such as education or geographical location). Company will then allow Employers to email End Users via the Platform, to propose employment opportunities. Company will not reveal End User contact information to the Employer. End Users may choose to respond to the email with their contact information at their discretion.
4. **Employee or University screening:** Company will provide a prospective Employer the capability to assess prospective employees for a given level of expertise in Courses provided by Company, by having the prospective Employee take a set of assessments in a proctored environment at the Employer site. A similar model will be offered to Universities who want to verify a level of knowledge in incoming End Users (e.g., for evaluating course waiver requests).

5. **Human-provided tutoring or manual grading:** Company will provide access to (paid) human tutoring, grading, or other forms of human academic support.
6. **Corporate/university enterprise model:** Company will provide Employers access to an Enterprise Version of the Platform, which will allow Employers to (a) use the Content for training Employees (Trainees) using Courses provided on the Platform, (b) provide Employer instructors access to Trainee performance records, for the purposes of gauging performance and assisting Trainees in learning. Employers might also augment University-provided Courses on the Platform with additional Content of particular relevance to their own employee pool. Such Content will be accessible only to Employer's Trainees. The same model can be used to provide an Enterprise Version of the Platform to non-University academic institutions (e.g., community colleges) that seek to offer their registered End Users higher-quality courses at a lower cost, for credit at these non-University institutions.
7. **Sponsorships:** Company will allow third party sponsorships of Courses, by foundations or companies, using appropriate and non-intrusive visual elements on the Course webpage. A sponsor will require the approval by University and Instructor, but such approval will not be unreasonably withheld without cause.
8. **Tuition fees:** For certain Courses, a tuition free may be charges of End Users for access to the Course content (usually after a short initial viewing period where access is free). This fee will be mutually agreed to by University and Company. In the standard procedure, an End User will be allowed to indicate "Financial Hardship", upon which tuition fees are automatically waived with respect to access to Course Content. Certification to an End User declaring financial hardship may or may not be provided, as agreed upon by University and Company.
9. **Selling or facilitating the sale of Course materials:** Company may sell Course materials (e.g., books or Course readers required or recommended by the Instructor); these materials will be provided by University or Instructor, or by a third party. The Company Website may also point to third-party sites where Course materials can be purchased, and collect fees from such third parties.
10. **Transcript services:** Company may keep grade transcripts for End Users completing Courses on the Platform and provide these grades upon request, with End User permission, to third parties wanting to verify End User performance.

Schedule 2
Allowed Forms of the Certificates or Badges

“[Name of Student] has successfully completed the course, [Course Name], on topic [Topic], an online, non-credit course authorized by University of California, Santa Cruz and taught by Professor [Prof Name] of University of California, Santa Cruz.”

Unless otherwise set forth in a Course Development Agreement, Company may use the UC Santa Cruz logo (as shown in Exhibit C) on the certificates in a form that is approved in writing by University.