

**Kansas State University**  
**Department of Computer Science, Carl R. Ice College of Engineering**  
**Online Course Content Access Agreement, Release, and Assumption of Risk**

Kansas State University (“University”), through its Department of Computer Science in the College of Engineering, is offering the opportunity for \_\_\_\_\_ (“School”) to access and use certain online course content (collectively, “Work Product”) provided by University through an online platform, CODIO (herein referred to as “Platform”), during the academic year \_\_\_\_\_. By signing this Online Course Content Access Agreement, Release, and Assumption of Risk (“Agreement”), School agrees to compensate University as calculated in the University’s Online Course Content Access Payment Terms, as they may be updated from time to time. Further, in consideration for access to Platform and Work Product, School acknowledges, accepts, and agrees as follows:

1. This Agreement is designed to mutually benefit School and University, as School desires to offer instruction to its students in the field of computer science, and University wishes to further its research, education, and outreach mission in a manner consistent with its status as a non-profit, tax-exempt educational institution by providing School with online curriculum and content for School’s students to access.
2. University will provide to School instructional materials for use in their high school computer courses, as follows:
  - a. University will develop instructional materials for School. The instructional materials may include, but are not limited to: trainings, reports, curriculum, lesson plans, modules, documents, instruments, and other work product of any kind to achieve the terms of this Agreement (collectively, “Work Product”).
  - b. University will provide School access to said Work Product through an online platform (herein referred to as “Platform”).
  - c. University will work with personnel designated by School to facilitate administration of the Work Product to students designated by School. This shall include, at a minimum, an introductory meeting to establish the School’s goals in course offering, and assistance from University on an as-needed basis, as reasonable.
  - d. By request and as reasonably needed, University will provide subject matter expertise to personnel designated by School for delivery of Work Product.
3. School is not an agent of University and agrees not to hold itself out as an agent or representative of University.
4. School acknowledges and agrees that University must comply with the policies, standards, and requirements of University’s governing board, the Kansas Board of Regents (KBOR), and University’s accrediting bodies. University will maintain authority and control over all Work Product. University may veto or otherwise not follow or enforce any terms, requirements, or decisions contrary to the policies, standards, and requirements of KBOR, University, or any of University’s accrediting entities. None of University’s obligations in this Agreement will be construed to limit academic freedom.
5. The Work Product produced by University and provided to School shall be the sole property of University, unless otherwise noted and/or agreed to by the parties.
  - a. For the avoidance of doubt, University retains the right to use the Work Product for scholarly research, teaching, analysis, and other activities in furtherance of University’s mission whether internally or in collaboration with third parties.
  - b. All Work Product and other University records shall be provided to and returned to University within thirty (30) days of the end of this Agreement.
  - c. School shall not release Work Product obtained or produced pursuant to this Agreement without the prior written consent of University, nor shall School use any Work Product for any purpose other than in connection with this Agreement.
  - d. School has no right to sell, transfer, sub-license, or assign Work Product, either voluntarily or by operation of law, to any third party, without the prior express written consent of University.
  - e. School shall provide to University any assistance which University may seek to obtain patents or copyright registrations, including the execution of any related documents submitted by University.
  - f. No alterations, modifications, additions, corrections or improvements may be made to the Work Product by School without University’s prior written consent. School agrees that any such changes shall be the sole property of University.

- g. School is obligated to notify University promptly in writing of any infringement of copyright or disclosure of Work Product.
- 6. University shall not be liable to School for indirect, special, consequential, punitive, incidental or other damages (including lost revenue, profits, use, data or other economic loss or damage) however caused and regardless of theory of liability arising from or related to School's use of the Work Product.
  - a. University makes no representation or warranties, express or implied, regarding its performance under this Agreement. University disclaims any warranty or merchantability, use, or fitness for a particular purpose and noninfringement of intellectual property rights with regard to the Work Product.
  - b. School is solely responsible for ensuring that its use of Work Product and Platform meet School's accreditation and other external requirements. School agrees to indemnify and hold harmless University from any claims that its curriculum fail to meet School's accreditation, performance, or similar standards.
  - c. School acknowledges and agrees that Work Product will be provided to School through access to Platform, which is owned and controlled by a third-party. University makes no representations or guarantees about the performance of Platform. Should there be any technical issues with Platform, University will work reasonably with the Platform owner/developer to resolve the issues or, if reasonably possible, provide Work Product to School through a different medium.
- 7. The Parties will comply with the Family Educational Rights and Privacy Act, 20 USC 1232g; 34 CFR Part 99 ("FERPA"), and will release student educational records only in accordance with applicable law and policy.
  - a. For the purposes of this Agreement, pursuant to FERPA, School hereby designates University as a School Official with a legitimate educational interest in the educational records of students designated for receipt of the Work Product, to the extent that access to the records is required for University to carry out the terms of this Agreement.
  - b. To the extent FERPA applies to University and School, the respective party shall limit access to educational records only to those employees or agents with a legitimate educational interest.
- 8. University may use information from School's participation with Work Product and Platform for University research purposes. Any such information will be anonymized of any personal identifiable information related to School or its students.
- 9. Participation with the Work Product and/or Platform may be used to award grades for School credits at School's discretion. Under no circumstances will participation with Work Product and/or Platform result in course credit through University.
- 10. School is solely responsible for identifying, evaluating, and providing any reasonable accommodations under the Americans with Disabilities Act needed by School's students to interact with Work Product and/or Platform.
- 11. In interacting with University personnel in connection with this Agreement and use of the Work Product and Platform, School agrees to direct its employees, representatives, and agents to abide by applicable University policies located at <https://www.k-state.edu/policies/>, including the Policy Prohibiting Discrimination, Harassment, and Sexual Harassment, and Procedure for Reviewing Complaints located at <https://www.k-state.edu/policies/ppm/3000/3010.html>.
- 12. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement shall reside only in the courts located in the State of Kansas.

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Date

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Signature of School Representative

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Name of School