

ONLINE COURSE HOSTING AND SERVICES AGREEMENT

This ONLINE COURSE HOSTING AND SERVICES AGREEMENT, dated as of [] (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 Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Urbana campus (“*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 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 attached hereto.

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 meaningful learning experience that significantly transcends static content or plain videos. 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, 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 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.

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, provided that such Courses 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, and 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 viable monetization strategy. 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).

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 later of (i) the time until 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 grossly 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 (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 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. 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, University grants to Company a non-exclusive, worldwide license to reproduce, distribute, publicly display, publicly perform, enhance, adapt and translate Content provided by University or any of its Instructors 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 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.

(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 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.

(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 will be jointly and equally owned by the Parties, and each Party will have the unlimited 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 for its Registered Students 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 will form an academic advisory board comprised of a senior academic official from each of the initial 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. The University Advisory Board will advise Company regarding academic decisions (including the selection and provision of new Content). Inclusion of any new members of the University Advisory Board will require approval of a majority of its current members. 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 Course and will bear costs associated with such accommodations during the Course Lifespan. Upon request, Company will provide assistance to University in providing such accommodations, for a fee to be mutually agreed upon. University shall further cooperate with Company 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: (i) use commercially reasonable efforts to make the Platform reasonably accessible to End Users with disabilities, (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. 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 have delivered the applicable Instructor Agreement or participation release; and (b) all Courses provided by University for use with the Platform under the Coursera Monetization Model satisfy the Course Criteria.

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. 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 or court order, 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. The existence of this Agreement shall be kept confidential by both Parties until such time the Parties agree to the public release of a press statement mutually agreed upon by the Parties. Notwithstanding the foregoing, either Party may disclose the existence and terms of this Agreement to its advisors, counsel, actual or potential financing sources or acquirers, and to: (1) senior administration officials at other educational facilities, in each case under written obligations of confidentiality; (2) parties as may be required by law or court order.

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 immediately 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.

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 permission. 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 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 permission. 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 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 permission from University, except as expressly permitted in this Section 14. Except with the prior 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, 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, 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"), as awarded by a court of competent jurisdiction, 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 Coursera Monetization Model as set forth in this Agreement.

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 Coursera Monetization Model as set forth in this Agreement.

16.3 Procedures. Each Party's right to indemnification under this Section 16 is conditioned on the Party seeking indemnification ("**Indemnified Party**") (a) giving 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.

(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 operate 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. To the extent allowable by law, each Party hereby expressly consents to the jurisdiction and venue of any federal or state court in Santa Clara 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 state or U.S. District Court located in Santa, Clara 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 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: 650-386-5525

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.

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, but with notice, 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. Illinois law requires parties contracting with the University abide by the following certifications:

(a) If this Agreement is equal to or exceeds \$5,000 *and* Company employs 25 or more employees, Company certifies that it is in compliance with the Drug Free Workplace Act (30 ILCS 580/3) as of the effective date of this Agreement;

(b) If this Agreement exceeds \$10,000, neither Company nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. (30 ILCS 582);

(c) Company certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).

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"

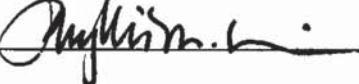
By: 

Printed Name: Daphne Koller
Title: co-CEO

Board of Trustees of the University of Illinois
"University"

By: 

Printed Name: Walter K. Knorr
Title: Comptroller

By: 

Printed Name: Phyllis M. Wise
Title: Chancellor

Exhibit A
Design and Development Obligations with Respect to Online Courses

Task	University			Responsible Party		
	Coursea Monetization Model	University Monetization Model	Registered Student Model	Coursea Monetization Model	University Monetization Model	Registered Student Model
University support				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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"/>
2. Company will provide phone and email support for course staff throughout the content production process.			<input checked="" type="checkbox"/>	<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	Responsible Party				
	University	Course-as-a-Monetization-Model	University-Monetization-Model	Registered-Student-Model	Course-as-a-Monetization-Model
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"/>
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"/>
2. University will design scalable forms of assessments and other types of interaction for their respective Courses.	<input checked="" type="checkbox"/>				<input checked="" type="checkbox"/>
3. Company, at its discretion, will develop infrastructure for additional forms of				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Task	Responsible Party				
	University	Company	Courseera 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"/>
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"/>
Handicapped accessibility					
1. Company will design the Platform so that it is accessible to screen reading technology. 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"/>	<input checked="" type="checkbox"/>

Task	Responsible Party			
	University	Company	Coursera Monetization Model	University Monetization Model
Captions and translation	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"/>		
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"/>	<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	University Monetization Model	Registered Student Model	Coursera Monetization Model	University Monetization Model
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"/>	<input checked="" type="checkbox"/>

Task	Responsible Party						
	University	Coursera Monetization Model	University Monetization Model	Registered Student Model	Coursera 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"/>		<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"/>
7. Upon request of an End User with a disability, commercially reasonable efforts				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

	Responsible Party				
Task	Coursera Monetization Model	University Monetization Model	Registered Student Model	Coursera Monetization Model	University Monetization 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

University's mark is as follows:



The University's mark shall be used in accordance with the Illinois Identity Standards provided at: <http://identitystandards.illinois.edu/>

Coursera's mark is as follows:



Coursera's Trademark Usage Guidelines: to be provided

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

Company will use commercially reasonable efforts to make the Platform reasonably accessible to End Users with disabilities, including End Users with visual impairments using a screen reader technology.

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 an 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, 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"), 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 Company and its 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: _____ Signature _____
Course(s): _____ Date: _____

Exhibit H
University Linking Guidelines

University policies include those described at:

- <http://cam.illinois.edu/iii/iii-21.htm>
- http://www.vpaa.uillinois.edu/policies/web_privacy.cfm

Schedule 1

Possible Company Monetization Strategies

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 fee may be charged 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 the University of Illinois and taught by Professor [Prof Name] of the University of Illinois."

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



ONLINE COURSE HOSTING & SERVICES AGREEMENT

This ONLINE COURSE HOSTING AND SERVICES AGREEMENT, made effective as of the last signature date by a party hereto (the “*Effective Date*”), is between Coursera, Inc., a Delaware corporation, with a principal place of business at 381 E. Evelyn Ave., Mountain View, CA 94041 (“*Coursera*”) and The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Urbana campus, located in Champaign, IL 61820 (“*Partner*”). Each of Coursera and Partner may hereinafter be referred to as a “*Party*,” and collectively, the “*Parties*”.

BACKGROUND

WHEREAS, Coursera has developed a proprietary internet service and website (“*Platform*”) to host multi-media courses (“*Courses*”) for consumption by end users (“*Learners*”) via Coursera’s properties (e.g., the Platform, mobile apps, and Catalog API; collectively, the “*Coursera Properties*”);

WHEREAS, Partner desires to support development of and create Course materials, which may be in any form or format (“*Course Content*”), to license to Coursera certain rights in such Course Content and to use the Platform to deliver such Course Content to Learners; and

WHEREAS, Coursera makes available various forms of services through or in connection with its Platform (“*Services*”), and the Parties desire that such Services be provided to Learners, 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, the Parties hereby agree as follows:

AGREEMENT

1. COURSE CONTENT.

1.1 Course Specifications Document. Before launching any new or substantially modified Course on the Platform, the Parties must complete a mutually-agreed-upon Course Specifications Document, specifying Course details, duration and related matters. The Course Specifications Document used by Partner will be that located at <http://legal.coursera.org/csf.pdf>, or other document as determined mutually acceptable by PoC and Coursera Partnership Manager.

1.2 Course Required Criteria. Courses available on the Platform must meet certain minimum standards (“*Course Criteria*”):

- a. Courses must meet high academic standards;
- b. Courses must use multi-media content in a coherent, high production-value presentation;
- c. Courses must include grading functionality;
- d. Courses should support peer-to-peer interaction activities as well as social collaboration methods; and
- e. Courses must be taught by a qualified instructor (“*Instructor*”) chosen by the Partner.

1.3 Instructor Consent and Required Releases. Before uploading Course Content to the Platform, or allowing its Instructors to do so, Partner will ensure that it has obtained the required licenses and rights to the Course Content as well as a release of liability from the Instructor(s), any other individual who presents

Course Content to Learners (“*Guest Presenter*”), and any other individual whose voice or likeness is included in the Course Content presented to Learners (“*Participants*”) by having each Instructor, Guest Presenter, or Participant, as applicable, sign the relevant Instructor Release, Guest Presenter Release, or Participant Release, and providing a copy of same to Coursera without any addendum or schedule containing specific payment terms. The releases shall be substantially similar to the releases attached as **Exhibits B1-B3**. As between Partner and Coursera, Partner will be responsible for reviewing and obtaining any necessary licenses, waivers, or permissions with respect to any third-party rights to Course Content provided by Partner.

1.4 Course Content Collaboration. Partner will designate a main Point of Contact (“*PoC*”), Project Manager, and/or other individuals as requested by Coursera to enable Course Content creation and collaboration on matters pertaining to the Parties’ duties under the Agreement. Coursera will designate a dedicated Partnership Manager as the primary contact for Partner on any issues relating to the Course Content, administration and related matters.

1.5 Course Development Timeline. Partner will provide Course Content to Coursera for review sufficiently in advance of the mutually agreed launch date of the Course on the Coursera Platform, and further in accordance with the timelines and related guidelines arrived at in consultation between Partner and Coursera.

1.6 Course Content Errors. Partner agrees that it will correct, in a timely fashion, any errors in Course Content known to it prior to launch on the Platform.

1.7 Content Appropriateness.

- a. Coursera reserves the right to suspend certain Course Content from its Platform after notifying, or making reasonable efforts to notify Partner. Coursera Partnership Manager will engage in collaborative efforts with Partner PoC to cure any Course Content deficiencies identified as objectionable under this Section 1.7(b) before Course Content is permanently removed from Platform.
- b. Content may be subject to suspension or take-down under this section where:
 - i. It is of poor technical quality or otherwise fails to meet Course Criteria;
 - ii. It constitutes inappropriate advertising content (as opposed to content with a direct pedagogical purpose);
 - iii. Coursera reasonably determines it may violate applicable law, or which constitutes an actionable threat, harassment, or intimidation.
- c. Coursera shall promptly remove Course Content from its Platform at Partner’s request where Partner reasonably determines in its sole discretion and so notifies Coursera that:
 - i. it is in violation of any applicable law;
 - ii. there is a creditable third party allegation that the Course Content violates the third party’s rights;
 - iii. it is in violation of any of Partner’s policies. Partner will make a copy of such policies available to Coursera upon request; or
 - iv. Course Content is substantively erroneous or outdated.
- d. For all removals as allowed under Section 1.7(c), Partner shall make reasonable efforts to provide substitute materials or otherwise ensure the instructional integrity of the Course, and to communicate appropriately with Learners enrolled in the relevant Course.

1.8 Course Availability.

- a. **Session-Based Courses.** Once enrollment for a session-based Course has begun, Partner may not unilaterally remove, block, or suspend access, or authorize an Instructor to remove, block, or suspend access to the Course Content prior to the scheduled end date of the Course, except as provided in Section 1.7(c).
- b. **On-Demand Courses.** Except as provided in Section 1.7(c), once Course Content for an on-demand Course is available to Learners, Partner may not unilaterally remove, block, or suspend access, or authorize an Instructor to remove, block, or suspend access to the Course Content until: (i) for the removal of a single on-demand Course, 6 months after Coursera's receipt of a written removal notice from Partner; and (ii) for the removal of an on-demand Course that is part of a bundled course offering (a "*Specialization*"), 12 months after Coursera's receipt of a written removal notice from Partner.

1.9 Third Party Claims. Should either Party receive a written notice from a third party alleging infringement of its intellectual property rights arising from the Course Content uploaded to the Platform, or receive notice of a governmental inquiry relating to the Course Content, that Party will promptly notify the other Party and identify the Course Content subject to the claim or inquiry.

1.10 University Advisory Board. The University Advisory Board ("UAB"), described in detail at <http://legal.coursera.org/uab.html>, may promulgate guidelines and act as an escalation point on matters involving partner selection, content takedown issues and pedagogical matters.

2. CONTENT RIGHTS.

2.1 Course Content. As between the Parties, and except for the license rights granted in this Agreement, Partner retains all rights in the Course Content.

2.2 Learner Content. The Parties acknowledge that each Learner retains ownership in content created by the Learner as part of a Course, such as submitted homework, forum posts, and the like ("*Learner Content*"). Accordingly, Learner Content may only be used with the appropriate Learner consent. Except as otherwise provided under this Agreement, access to Course content will be provided to Learners only upon assenting to Coursera's terms of use which obtain for Partner and Coursera a broad license to use Learner Content. Partner may request Learner to grant additional licenses to Learner Content.

2.3 Registered Students. Some Learners may be enrolled students at the Partner institution who participate in a Course as part of efforts towards earning Partner course credit or meeting Partner degree requirements ("*Registered Students*"). Partner may require that Coursera provide and comply with additional or alternative end user license terms for Registered Students that are consistent with applicable laws and Partner policies.

2.4 Other Content. As between the Parties, Coursera and its licensors retain all rights in the Platform, Coursera Properties, Services, other Coursera products, and all content (other than the Course Content, other Partner-created materials and Learner Content) used or created in connection with the foregoing, including ownership of third party enhancements to the Course Content not provided by Learners as part of the Course, such as Course Content translations provided by Coursera through crowdsourcing, translation vendors, or other means ("*Course Enhancements*").

2.5 Limitations on Use of Course Enhancements. Notwithstanding Section 2.4 above, Coursera shall not use Course Enhancements for any purpose not related to the offering of the Course on the Coursera Properties or for purposes not specifically authorized by Partner.

2.6 No Other Restrictions. Nothing in this Agreement restricts Coursera from using content that is not Course Content. This Agreement does not limit the rights and permissible uses that either party would have independent of this Agreement, including rights under the U.S. Copyright Act or other applicable intellectual property laws.

3. LICENSE GRANTS.

3.1 Content Licenses.

- a. **License to Course Content.** Partner grants to Coursera a nonexclusive, sublicensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Course Content on Coursera Properties for reasonable marketing purposes. If Course Content is incorporated during the Term into fixed media displays of Coursera products (for example, screenshots or video demonstrations of Coursera products for marketing purposes in television broadcasts, print media, or other fixed media), this license will be perpetual and irrevocable for those fixed media uses.
- b. **License to Learner Content and Course Enhancements.** Coursera grants to Partner a nonexclusive, sublicensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Learner Content and Course Enhancements on the Platform and in courses exclusively for Registered Students, whether or not on the Platform.
- c. **License to Strategic Content.** Coursera and Partner may collaborate to choose strategic Course Content (“*Strategic Content*”) for use on properties maintained by content distribution partners with whom Coursera has a contractual relationship (“*Distribution Partners*”), for purposes of creating brand awareness for Partner and Coursera. Coursera may make Strategic Content available through Distribution Partners only with Partner’s specific written consent as to the particular Strategic Content and the particular Distribution.

3.2 Platform License. Subject to the terms and conditions of this Agreement, Partner and its Instructors will have the right to access and use the Platform for purposes of uploading and managing Course Content. As part of the Course Content, Partner and its Instructors may construct or provide additional software of value for use with one or more Courses, which software will connect with the Platform via APIs provided by Coursera. Coursera is hereby granted a royalty-free and nonexclusive license to use any such software, interfaces or assessment features for the duration of the applicable Course(s). Partner will not, and will not permit any Instructor or other representative to: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Platform; or (ii) modify, adapt, alter, or create derivative works of the Platform.

3.3 Marks Usage License. Each Party grants the other a non-exclusive, non-assignable, limited, worldwide license (without right to sublicense) to use its name, brand name, service marks and logos (the “*Marks*”) solely in connection with the offering of Course Content, on the certificates issued to Learners who obtain successful Course completion, and in the marketing, promotion, and advertising of each Party’s brand and services, solely in accordance with the granting Party’s policies and guidelines. Partner’s logos and applicable trademark usage policies, as may be updated from time to time, are available by navigating from <http://identitystandards.illinois.edu>. Unless Coursera receives explicit written approval from University PoC, Coursera’s use of Partner marks is limited to the “I Mark” and “Illinois Logo,” as illustrated at <http://identitystandards.illinois.edu/graphicstandardsmanual/generalguidelines/generalguidelines.html>. Coursera shall follow applicable guidelines for web use, <http://identitystandards.illinois.edu/graphicstandardsmanual/web/web.html> <http://identitystandards.illinois.edu/graphicstandardsmanual/web/web.html>, print use, <http://identitystandards.illinois.edu/graphicstandardsmanual/print.html>, or other media use,

<http://identitystandards.illinois.edu/graphicstandardsmanual/othermedia/othermedia.html>, as appropriate. Coursera's trademark usage guidelines are located at: <http://legal.coursera.org/branding.html>. The Parties agree that any and all permitted use of the other Party's Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the granting Party. The Marks of a granting Party are and will remain the sole and exclusive property of that Party.

3.4 Grant of Verified Certificates. Coursera Services to Learners include a program which allows Learners to earn completion certificates ("Verified Certificates") in exchange for achieving certain performance standards and paying a fee ("Signature Track") service. The Parties agree that in connection with the licenses granted in Section 3.3 above, Coursera will issue Verified Certificates to Learners who have signed up for and achieved the Partner-specified requirements associated with the Signature Track. Such Verified Certificates shall include Partner's logo and the following wording, or other language as may be approved in advance by the Parties:

"[Name of Student] has successfully completed the course, [Course Name], on topic [Topic], an online, non-credit course authorized by XXX (Partner Name) and taught by Professor [Prof Name] of XXX (Partner Name)."

3.5 Grant of Specialization Certificates. Coursera Services to Learners include a program which allows recognition of Learners with a certificate for completing a sequence of related Courses as chosen and approved by Partner ("Specialization Certificate") and earning a Verified Certificate for each such Course in the Specialization group ("Specialization"). The Parties agree that in connection with the licenses granted in Section 3.3 above, Specialization Certificates shall include Partner's logo and the following wording, or other language as may be approved in advance by the Parties:

"[Name of Student] has successfully completed the online, non-credit Specialization, [Specialization Name], a non-credit series authorized by the University of Illinois at Urbana-Champaign through Coursera."

3.6 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.

4. COURSERA SERVICES.

4.1 Course Monitoring and Analytics.

a. **Forums.** Certain Courses may provide functionality for interactive forums through which Learners can interact with each other and with Instructors to discuss a Course. Partner will make reasonable efforts to monitor the respective forum to ensure that material Course errors, Quality Standards or other issues are identified and addressed.

b. **Analytics and Scores.** Coursera will administer assessments and make available to Partner certain aggregate raw data and analytics regarding Learner behavior and performance for Partner Courses, which will include information on any of the following: Learner demographics, module usage, aggregate assessment scores and reviews. Partner agrees that its use of such data shall be in accordance with Coursera's Privacy Policy located at: <https://www.coursera.org/about/privacy> at the time of the use.

c. **Mirroring.** Coursera partners with international internet technology services companies (e.g., NetEase) in order to provide mirroring capabilities for Courses and other mechanisms for improving delivery of Course Content to international Learners. Partner agrees to cooperate with

Coursera as needed where Course Content is to be mirrored, but Partner is free to opt out of mirroring on a Course by Course basis as shall be indicated on the Course Specifications Document.

4.2 Accessibility for Learners with Disabilities.

a. Coursera Responsibilities. Coursera will: (i) use commercially reasonable efforts to make the Platform reasonably accessible to Learners with disabilities, (ii) proactively provide captioning for Courses offered to the public whose initial enrollment is above 10,000 Learners, and provide such captioning for courses whose initial enrollment is smaller, in a timely manner, upon request by an Learner with a disability, (iii) provide Partner with text transcripts of captions to facilitate Partner's creation of audio captions for visual elements of its Course Content, to the extent such text transcripts have been created by Coursera, (iv) provide a capability for collecting and displaying "crowd-sourced" annotations to Course Content, and (v) modify or otherwise ensure that Coursera Properties are able to deliver Course accommodations developed by Partner for Learners with disabilities. Partner will cooperate and provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this paragraph.

b. Partner Responsibilities. Partner is responsible for complying with applicable laws and regulations with respect to Course Content-based accommodations for Learners with disabilities. Upon request, Coursera will provide assistance to Partner in providing such accommodations, for a fee to be mutually agreed upon.

c. Protocol for Accessibility to End Users with Disabilities. The Parties and other Partner institutions will cooperate to establish and maintain a set of protocols to address accessibility by end users with disabilities, available at: <http://legal.coursera.org/accessibility.html> ("**Disability Protocols**"). Parties may have additional obligations as set forth in the Disability Protocols, except where such obligations are inconsistent with those of this Agreement.

4.3 Private Communities. Generally, Coursera offers Courses on its Platform in an open-content format (i.e., where the Course Content is accessible to all Learners for free). Partner and Coursera may create private communities of Learners in an otherwise open-content Course who have access to Course Content, Platform features, Instructors and guest presenters, and other benefits not available to other Learners in the Course (such communities, "**Private Communities**"). Partner may, as specifically agreed to by the Parties in writing, offer an agreed upon number of Private Communities that are exclusive to its Registered Students or other persons affiliated with the University. To the extent either Partner or Coursera monetizes any Private Communities, the Parties will mutually agree on the applicable revenue sharing model.

4.4 Closed Courses for Registered Students. Partner may also choose to provide its Registered Students with access to a reasonable number of mutually agreed-upon Courses that are not available in an open content format on the Platform ("**Closed Courses**"). To the extent Partner wishes to offer more Closed Courses than Coursera is willing to host at no cost on the Platform, the Parties will negotiate the applicable fees. For Closed Courses, the number of distance learning students may not exceed the number of on-site students in that course.

5. PAYMENTS.

5.1 Monetization Models.

- a. Unless Partner opts out, each open-content Course will participate in the Signature Track program. Partner will receive a percentage of Net Sales Revenue received for each Learner that opts into and pays for the Signature Track or Specialization Services, as further set forth in Exhibit A. “*Net Sales Revenue*” will include sales receipts for Course that are past the refund period, if any, less any reasonable distribution costs or taxes paid to third parties directly related to the revenue.
- b. To the extent Partner generates revenue directly from Learners (other than Registered Students) through the offering of Courses on the Platform, Partner agrees to provide Coursera with a percentage of revenue received as mutually agreed to by the Parties in another agreement or addendum to this Agreement.

5.2 Payment Terms.

- a. **Electronic Fund Transfer Information.** Partner must provide Coursera with its wire transfer information, including bank account details and wire instructions in order to allow Coursera to send Partner its portion of the Net Sales Revenue. The EFT Information form is located at: <http://legal.coursera.org/eft.pdf>. Coursera will ensure that such information is only shared with authorized employees and contractors and will treat such information as Confidential Information.
- b. **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. CONFIDENTIALITY AND PUBLICITY.

6.1 Definition. “Confidential Information” means information disclosed by (or on behalf of) one party to the other party under (or in connection with) this Agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party, but in any event, Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.

6.2 Confidentiality Obligations. The recipient of any Confidential Information will not disclose that Confidential Information except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use such Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

6.3 Return. Each Party hereby agrees to, within 30 days after Termination of the Agreement: (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.

6.4 Publicity. Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other's prior written approval.

7. LEARNER DATA.

7.1 Compliance with Law. Each Party's use of Learner data and other information, including emails, will be subject to the Coursera Privacy Policy and all applicable laws, including anti-spam legislation in any jurisdiction the Content is available to Learners (e.g., Canada's Anti-Spam Law). For the avoidance of doubt, where applicable law mandates express consent from the Learner prior to sending marketing communications to the Learner, and the disclosure of such use in Coursera's Privacy Policy or otherwise by Coursera does not by itself satisfy the requirements such law, Partner must obtain the appropriate consent directly from Learners.

7.2 Allowable Marketing. Partners may only send emails to Learners regarding Partner-sponsored activities and such emails must be consistent with Partner's high standards and not impose an unreasonable intrusion on a Learner's time or resources.

7.3 Targeted Marketing. Partner agrees it will only send emails to Activated Learners. "*Activated Learners*" means Coursera Learners who have enrolled in and meaningfully engaged in Partner's Course within the last two years (e.g., have watched at least 30 minutes of video lectures).

7.4 Confidentiality.

a. Partner Responsibilities. Partner will treat as Confidential Information any and all Learner data or information received from Coursera. In connection therewith, Partner agrees that it shall not use Learner emails or other information received hereunder to directly promote any massive open online course on a platform that is competitive to Coursera.

b. Coursera Responsibilities. Coursera will treat as Confidential Information any and all Learner data or information received from Partner or Learners who can be identified at the account level as Registered Students, and will not disclose this information to any third party without permission from Partner. Except with the prior consent of Partner, Coursera will not contact Learners subject to the Registered Student Model other than regarding routine administrative matters, including site maintenance. Coursera will comply with the Coursera Research Policy located at <http://legal.coursera.org/research.html>, which may change from time to time, but only as approved by the UAB, or a committee appointed by the UAB.

7.5 Research. Coursera will share Learner information with researchers, and any research through the Platform will be conducted pursuant to the Coursera Research Policy.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Mutual Representation. Each party represents and warrants that it has full power and authority to enter into this Agreement.

8.2 Representations by Partner. Partner further represents and warrants to Coursera that: (a) all Instructors or guest presenters providing any Content for use on the Platform have delivered the applicable Instructor Consent and Release, Guest Presenter Agreement, and Participation Release, as set forth in Exhibits B1-B3; (b) to its knowledge, use of the Course Content on the Platform will not infringe the

intellectual property rights of a third party; and (c) all Courses provided by Partner for use with the Platform satisfy the Course Criteria.

8.3 Representation by Coursera. Coursera further represents and warrants to Partner that, to its knowledge, use of the Platform by Partner or Instructors will not infringe the intellectual property rights of a third party.

9. DISCLAIMERS; LIMITATION OF LIABILITY.

9.1 DISCLAIMER OF WARRANTIES. THE SERVICES AND THE PLATFORM ARE PROVIDED BY COURSERA “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

9.2 LIMITATION OF LIABILITY. EXCEPT FOR THE ITEMS IN SECTION 10.3: (A) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; AND (B) NEITHER PARTY’S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE REVENUE RECEIVED, RECOGNIZED, AND RETAINED BY SUCH PARTY IN CONNECTION WITH THE MONETIZATION OF PARTNER COURSES UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FOR DAMAGES OR LIABILITY AROSE.

9.3 EXCLUSIONS. Nothing in this Agreement excludes or limits either party’s liability for: (a) fraud or fraudulent misrepresentation; (b) breach of Section 6 (Confidentiality); (c) obligations under Section 10 (Indemnification); and (d) matters that cannot be excluded or limited under applicable law.

10. INDEMNIFICATION.

10.1 Indemnification by Partner. Partner will indemnify, defend, and hold harmless Coursera, its affiliates, and each of their officers, directors, employees, and agents (the “*Coursera Indemnitees*”) 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 any Coursera Indemnitee to the extent relating to: (a) any Course Content, including any violation or infringement of any third-party intellectual property rights or claims of defamation, invasion of privacy, right to publicity, or unfair competition, except as otherwise provided under this Agreement; or (b) marketing communications to Learners by Partner that are claimed by such third party to be in violation of applicable law.

10.2 Indemnification by Coursera. Coursera will indemnify, defend, and hold harmless Partner and its officers, trustees, employees, and agents (the “*Partner Indemnitees*”) from and against any and all Losses, arising out of or resulting from any third-party claim asserted against any Partner Indemnitee to the extent relating to: (a) any content on the Platform not provided by Partner (including Instructors or any Guest Presenters), end users, or other authorized third parties (such as other universities), including any violation or infringement of any third-party intellectual property rights or claims of defamation, invasion of privacy, right to publicity, or unfair competition; (b) marketing communications to Learners by Coursera that are claimed by such third party to be in violation of applicable law; or (c) failure by Coursera to promptly remove Course Content as required under Section 1.7(c).

10.3 Procedures. Each Party's right to indemnification under this section is conditioned on the Party seeking indemnification ("*Indemnified Party*") : (a) giving 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. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. TERM AND TERMINATION.

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

11.2 Termination.

a. **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.

b. **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.

c. **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. In the event of termination of this Agreement by either Party, all rights and obligations under this Agreement will immediately cease, and Coursera will have no further obligation to provide any of the Services, except that in the event the Agreement is terminated without cause, Coursera will continue to host and make available, and have the right to monetize, any Course that is being hosted and provided by Coursera through the Platform at the time of termination for the remainder of the Course offering, except that in the case of an on-demand Course offering, Coursera will cease offering Course within 12 months of receiving termination notice from Partner, unless a longer time period has been provided in an addendum or other agreement signed by the Parties.

11.3 Surviving Provisions. The following provisions will survive any expiration or termination of this Agreement: Sections 2, 3.1(a) as to fixed media, 6 and 9-12.

12. GENERAL TERMS.

12.1 No Exclusivity. Nothing in this Agreement shall limit a Party's ability to enter into arrangements or agreements with any third party.

12.2 Notices. All notices must be in writing and addressed to the attention of the other Party's legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal or overnight courier, when received if sent by mail without verification of receipt, or within five business days of posting if sent by registered or certified post; or (b) when verified by automated receipt or electronic logs if sent by facsimile or by email to the fax number or email address, as applicable, explicitly provided by one Party to the other Party for this purpose, provided that if a notice is sent by email to Coursera, a copy must also be sent to legal-notices@coursera.org.

If to Coursera, at: Coursera, Inc.
Attn: Legal Department
381 East Evelyn Avenue
Mountain View, CA 94041
Phone: (650) 386-5525

If to Partner, at: Office of the Provost
Attn: Ilesanmi Adesida
Swanlund Administration Building
601 East John Street
Champaign, IL 61820

12.3 Assignment. Neither Party may assign or transfer any part of this Agreement without the written consent of the other Party, and only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning Party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

12.4 Force Majeure. Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control.

12.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

12.6 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

12.7 No Agency. The Parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.

12.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.9 Equitable Relief. Nothing in this Agreement will limit either Party's ability to seek equitable relief.

12.10 Governing Law and Venue. This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

12.11 Waiver of Trial by Jury. Each Party irrevocably waives any and all rights to a trial by jury in any legal proceeding arising out of or relating to this Agreement.

12.12 Amendment. Any amendment must be in writing and expressly state that it is amending this Agreement.

12.13 Entire Agreement. This Agreement, and all documents referenced herein, is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on the subject. Upon execution of this Agreement, the Online Hosting Agreement entered into by the parties in July of 2012 is of no effect, and is replaced in all provisions by this Agreement.

12.14 Counterparts. The Parties may enter into this Agreement in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

12.15 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. Illinois law requires parties contracting with the University to certify as to the following:

- a. If this Agreement is equal to or exceeds \$5,000 and Contractor employs 25 or more employees, Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 ILCS 580/3) as of the effective date of this Agreement.
- b. If this Agreement exceeds \$10,000, neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. (30 ILCS 582).
- c. Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 501 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Contract.
- d. Contractor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).

12.16 Severability. If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect.

12.17 Representation of Signatories. The persons signing this Agreement as authorized signatories represent that they have authority and intend to bind the party represented.

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

Coursera, Inc.
"Coursera"

By: Richard Levin

Printed Name: Richard Levin

Title: Chief Executive Officer

Date: March 31, 2015

Board of Trustees of the University of Illinois
"Partner"

By: Nicole Stewart
Walter K. Knorr

Printed Name: Walter K. Knorr

Title: Comptroller

Date: 3/31/15

Nicole L. Stewart, Associate Director for
Business and Finance
2015.03.31 17:12:58 -05'00'



Exhibit A
Revenue Sharing

1. Coursera Monetization Model

Coursera will pay to Partner fifty percent (50%) of Net Sales received by Coursera for Courses offered through the Platform under the Signature Track or Specialization Services (the “*Revenue Share*”).

- 2. Private Communities** - Applicable Revenue Share and/or other fees shall be as set forth in an Addendum to this Agreement or separate agreement between the Parties.
- 3. Closed Courses** - Applicable Revenue Share and/or other fees shall be as set forth in an Addendum to this Agreement.

Exhibit B-1
Instructor Agreement

This agreement (“Agreement”) is made effective as of the date of the last signature below, by and between The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (“University”), and [INSERT NAME], (“Instructor”) a resident of the State of Illinois.

WHEREAS, University is an educational institution which will, among many other activities, develop and offer online courses; and

WHEREAS, University has agreed to support and will support Instructor in the development of an online course entitled [INSERT TITLE] where the development is expected to begin on approximately [INSERT} (“the Online Course”); and

WHEREAS, University and Instructor desire to set forth their agreement regarding ownership and usage of the Online Course and underlying scholarly content;

NOW, THEREFORE, in exchange for the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, University and Instructor agree as follows:

1. Ownership; Licenses.

A. *License to Scholarly Content.* University acknowledges that the Online Course incorporates scholarly content, such as syllabi, lectures, assignments, exercises or assessments, that Instructor authored or created prior to his/her work on the Online Course or independently from his/her work on the Online Course (the “Course Content”). The Course Content also includes any recorded materials used or intended for use in connection with the Online Course that were or are created by Instructor without any use of or reliance on University resources. University acknowledges, that the Course Content is likely to qualify as “traditional academic copyrightable works” according to Article III, Section 2(b) of the *General Rules Concerning University Organization and Procedure* (“General Rules”). As such, the Course Content, and all rights therein, are, subject to the exceptions contained in Article III Sections 4(a) and 4(c) of the General Rules, the property of Instructor. Any materials created or developed by Instructor which are subject to the exceptions of Article III, Sections 4(a) and 4(c) of the General Rules are hereby excluded from Course Content. University agrees and acknowledges that nothing in this agreement transfers or will transfer ownership of any Course Content to University. Subject to the other terms and conditions of this Agreement, Instructor hereby grants to University a non-exclusive, perpetual, royalty-free, worldwide irrevocable license to use the Course Content insofar as it is incorporated into the Online Course. Subject to the other terms and conditions of this Agreement, Instructor also hereby grants to University a non-exclusive, perpetual, royalty-free, worldwide irrevocable license to use his/her name, likeness, image, and voice insofar as they are incorporated into or used in relation to the Online Course. The rights acknowledged and granted in this section apply to the offering of the Online Course either for University’s purposes of using the course for students enrolled at University, or for other lawful external purposes for which University may use the course, including but not limited to massive open online courses (“MOOCs”).

B. *Ownership of the Online Course Materials.* Instructor hereby agrees and acknowledges that, except for the Course Content, as between Instructor and University, University is the sole owner of all right, title and interest in the materials comprising the Online Course, including any information, data, works of authorship, improvements, or other materials delivered or prepared as part of the Online Course, including but not limited to video or audio recordings, web pages, and digital presentations of syllabi, assignments, exercises, and assessments (the “Online Course Materials”). Without limiting the foregoing, Instructor hereby assigns to University all of his/her right, title and interest in and to the Online Course Materials.

2. Usage Rights.

A. *By University*

(i) On-campus Uses. Instructor agrees that University may use the Online Course Materials, including any incorporated Course Content, for its on-campus educational purposes, including educational purposes over the on-campus computer network or other on-campus digital or broadcast format.

(ii) Online Uses. Instructor further agrees that University may offer the Online Course in an online format, with open enrollment or with enrollment as limited in University's sole discretion, subject to the following terms and conditions:

- (a) Selection of an online platform for the Online Course and all details concerning the mode and manner in which the Online Course is offered shall be at University's sole discretion, provided, however, that the Online Course will only be offered via an online platform of suitable and appropriate quality, including, but not limited to, the Moodle, Unizin, Blackboard, Canvas and Coursera online platforms.
- (b) University shall identify Instructor's role as appropriate in each offering of the Course. University will also include any other information about Instructor's position as he/she may reasonably request.
- (c) University shall be entitled to make any modifications to the Online Course necessary to address any accessibility requirement as defined by applicable law or any contractual obligation of University, or as necessary to address any claims of infringement of third party rights.
- (d) University shall be entitled to authorize or permit translations of the Online Course, provided, however, that University will attempt to address any material inaccuracy in a translation that Instructor may identify.
- (e) University shall be entitled to engage in reasonable editing and modification of the Online Course, including updating, abridgment, and combination of the Online Course or portions of it with other course materials. No such editing or modification may result in a material inaccuracy or distortion of the Online Course. University may present, and authorize third parties to present, supplemental lectures and other supplemental materials along with the Online Course. University's rights to edit or modify the Online Course shall include but are not limited to any edits or modifications contractually required or reasonably requested by any third party with whom University is working to make the Online Course available online, including online platform providers.
- (f) University's right to provide the Online Course in an online format includes all rights reasonably necessary for and ancillary to presentation of the Online Course in a digital format, including the right to use, store, host, publicly broadcast, publicly display, publicly perform, distribute, reproduce and digitize all the materials comprising the Online Course, including the Course Content. The foregoing rights are subject to and must be exercised in compliance with the other terms of this Agreement, including subsections 2.A.(ii)(a)-(e).

B. *By Instructor.* University agrees that Instructor may use the Online Course for in-classroom instruction of students enrolled in a degree-granting program at an accredited, non-profit educational institution that has employed or engaged Instructor as an instructor, subject to the following terms and conditions: (i) Instructor will include an appropriate copyright notice identifying "The Board of Trustees of the University of Illinois" as the copyright owner in any display or distribution of the Online Course, or any material portion thereof; (ii) Instructor will promptly respond to University's reasonable inquiries concerning his/her use of the Online Course. Instructor acknowledges and agrees that, in the absence of University's explicit written permission, he/she is not authorized to offer the Online Course in an online format, without regard to whether enrollment is restricted or open, provided, however, that nothing in this subsection restricts Instructor from using the Course Content to create another online course in connection with another institution or using his/her own resources.

3. Compensation. Instructor's contributions to the Online Course will be compensated as outlined in Schedule A.

4. Representations; Third-Party Materials. If the Online Course Materials or any of the Course Content includes the works of any third party, Instructor represents that, to the best of his/her knowledge, he/she has identified any such works to University. Instructor represents that, to the best of his/her knowledge, the Online Course Materials and all the Course Content do not infringe or otherwise violate the rights of any third party.

5. No Termination; Remedies. The rights granted or acknowledged in this Agreement are irrevocable, permanent, and not subject to termination or rescission. Either Instructor or University may seek

monetary damages or specific performance of the terms of this Agreement, as permitted by applicable law, provided, however that no action arising under this Agreement shall be initiated until the party desiring to initiate such action has provided the other party with written notice of an alleged breach and at least thirty (30) days to attempt a cure.

6. Further Cooperation. University and Instructor will reasonably cooperate with one another to facilitate the uses of the Online Course discussed herein. Instructor agrees to execute and provide any further documentation or assurances reasonably requested by University or any third party, such as a MOOC provider, for the purpose of verifying and effectuating the rights granted in this Agreement, provided, however that: (i) any such documentation or assurances will be prepared at University's or the third party's expense; and (ii) no such documentation or assurances will require Instructor's additional participation in any offering of the Online Course, without his/her explicit further consent.

7. Release of Claims. To the extent allowable under applicable law, Instructor understands that with respect to any content voluntarily provided to University under this Agreement, Instructor hereby releases, discharges, and promises not to sue any entity 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 authorized exercise of any rights herein granted.

8. Miscellaneous. This Agreement will be governed by the laws of the State of Illinois, excluding its conflicts of law provisions. This is the entire agreement between Instructor and University concerning the Online Course. No modifications may be made to this Agreement unless they are in writing and executed by both parties, and explicitly refer to and evince an intent to modify this Agreement. Neither Instructor nor University may assign or otherwise convey the rights granted herein, provided, however, that licensing or sublicensing are permitted to the extent necessary to for a party to carry out the activities contemplated by this Agreement so long as any such activities remain subject to the control and direction of the party to this agreement granting the license or sublicense.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. Facsimile signatures are acceptable and constitute original signatures.

IN WITNESS WHEREOF, the Parties have executed this agreement in the spaces indicated below.

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

INSTRUCTOR

By: _____
Walter K. Knorr, Comptroller

By: _____

Date: _____

Name: _____

Attest: _____

Date: _____

Date: _____

Exhibit B-2
Guest Presenter Agreement

This agreement (“Agreement”) is made effective as of the date of the last signature below, by and between The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (“University”), and [INSERT NAME], (“Instructor”) a resident of the State of [INSERT].

WHEREAS, University is an educational institution which will, among many other activities, develop and offer online courses; and

WHEREAS, University has agreed to support and will support Instructor in the development of online course module or modules entitled [INSERT] where the development is expected to begin on approximately August 1, 2014 (“the Online Course”); and

WHEREAS, University and Instructor desire to set forth their agreement regarding ownership and usage of the Online Course and underlying scholarly content;

NOW, THEREFORE, in exchange for the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, University and Instructor agree as follows:

1. Ownership; Licenses.

A. *License to Scholarly Content.* University acknowledges that the Online Course incorporates scholarly content, such as syllabi, lectures, assignments, exercises or assessments, that Instructor authored or created prior to his/her work on the Online Course or independently from his/her work on the Online Course (the “Course Content”). The Course Content also includes any recorded materials used or intended for use in connection with the Online Course that were or are created by Instructor without any use of or reliance on University resources. University acknowledges, that the Course Content is likely to qualify as “traditional academic copyrightable works” according to Article III, Section 2(b) of the *General Rules Concerning University Organization and Procedure* (“General Rules” see Appendix A). As such, the Course Content, and all rights therein, are, subject to the exceptions contained in Article III Sections 4(a) and 4(c) of the General Rules, the property of Instructor. Any materials created or developed by Instructor which are subject to the exceptions of Article III, Sections 4(a) and 4(c) of the General Rules are hereby excluded from Course Content. University agrees and acknowledges that nothing in this agreement transfers or will transfer ownership of any Course Content to University. Subject to the other terms and conditions of this Agreement, Instructor hereby grants to University a non-exclusive, perpetual, royalty-free, worldwide irrevocable license to use the Course Content insofar as it is incorporated into the Online Course. Subject to the other terms and conditions of this Agreement, Instructor also hereby grants to University a non-exclusive, perpetual, royalty-free, worldwide irrevocable license to use his/her name, likeness, image, and voice insofar as they are incorporated into or used in relation to the Online Course. The rights acknowledged and granted in this section apply to the offering of the Online Course either for University’s purposes of using the course for students enrolled at University, or for other lawful external purposes for which University may use the course, including but not limited to massive open online courses (“MOOCs”).

B. *Ownership of the Online Course Materials.* Instructor hereby agrees and acknowledges that, except for the Course Content, as between Instructor and University, University is the sole owner of all right, title and interest in the materials comprising the Online Course, including any information, data, works of authorship, improvements, or other materials delivered or prepared as part of the Online Course, including but not limited to video or audio recordings, web pages, and digital presentations of syllabi, assignments, exercises, and assessments (the “Online Course Materials”). Without limiting the foregoing, Instructor hereby assigns to University all of his/her right, title and interest in and to the Online Course Materials.

2. Usage Rights.

A. *By University*

(i) On-campus Uses. Instructor agrees that University may use the Online Course Materials, including any incorporated Course Content, for its on-campus educational purposes, including educational purposes over the on-campus computer network or other on-campus digital or broadcast format.

(ii) Online Uses. Instructor further agrees that University may offer the Online Course in an online format, with open enrollment or with enrollment as limited in University's sole discretion, subject to the following terms and conditions:

- (a) Selection of an online platform for the Online Course and all details concerning the mode and manner in which the Online Course is offered shall be at University's sole discretion, provided, however, that the Online Course will only be offered via an online platform of suitable and appropriate quality, including, but not limited to, the Moodle, Unizin, Blackboard, Canvas and Coursera online platforms.
- (b) University shall identify Instructor's role as appropriate in each offering of the Course. University will also include any other information about Instructor's position as he/she may reasonably request.
- (c) University shall be entitled to make any modifications to the Online Course necessary to address any accessibility requirement as defined by applicable law or any contractual obligation of University, or as necessary to address any claims of infringement of third party rights.
- (d) University shall be entitled to authorize or permit translations of the Online Course, provided, however, that University will attempt to address any material inaccuracy in a translation that Instructor may identify.
- (e) University shall be entitled to engage in reasonable editing and modification of the Online Course, including updating, abridgment, and combination of the Online Course or portions of it with other course materials (for the purpose of promoting the course to potential users, or to resolve any unanticipated copyright or other legal issues that arise). No such editing or modification may result in a material inaccuracy or distortion of the Online Course and, where appropriate and possible, the University will seek approval of revised content from the original author. University may present, and authorize third parties to present, supplemental lectures and other supplemental materials along with the Online Course. University's rights to edit or modify the Online Course shall include but are not limited to any edits or modifications contractually required or reasonably requested by any third party with whom University is working to make the Online Course available online, including online platform providers.
- (f) University's right to provide the Online Course in an online format includes all rights reasonably necessary for and ancillary to presentation of the Online Course in a digital format, including the right to use, store, host, publicly broadcast, publicly display, publicly perform, distribute, reproduce and digitize all the materials comprising the Online Course, including the Course Content. The foregoing rights are subject to and must be exercised in compliance with the other terms of this Agreement, including subsections 2.A.(ii)(a)-(e).

B. *By Instructor.* University agrees that Instructor may use the Online Course for in-classroom instruction of students enrolled in a degree-granting program at an accredited, non-profit educational institution that has employed or engaged Instructor as an instructor, subject to the following terms and conditions: (i) Instructor will include an appropriate copyright notice identifying "The Board of Trustees of the University of Illinois" as the copyright owner in any display or distribution of the Online Course, or any material portion thereof; (ii) Instructor will promptly respond to University's reasonable inquiries concerning his/her use of the Online Course. Instructor acknowledges and agrees that, in the absence of University's explicit written permission, he/she is not authorized to offer the Online Course in an online format, without regard to whether enrollment is restricted or open, provided, however, that nothing in this subsection restricts Instructor from using the Course Content to create another online course in connection with another institution or using his/her own resources.

3. Compensation. Instructor's contributions to the Online Course will be compensated as outlined in Schedule A.

4. Representations: Third-Party Materials. If the Online Course Materials or any of the Course Content includes the works of any third party, Instructor represents that, to the best of his/her knowledge, he/she has identified any such works to University. Instructor represents that, to the best of his/her knowledge, the Online Course Materials and all the Course Content do not infringe or otherwise violate the rights of any third party.

5. **No Termination; Remedies.** The rights granted or acknowledged in this Agreement are irrevocable, permanent, and not subject to termination or rescission. Either Instructor or University may seek monetary damages or specific performance of the terms of this Agreement, as permitted by applicable law, provided, however that no action arising under this Agreement shall be initiated until the party desiring to initiate such action has provided the other party with written notice of an alleged breach and at least thirty (30) days to attempt a cure.

6. **Further Cooperation.** University and Instructor will reasonably cooperate with one another to facilitate the uses of the Online Course discussed herein. Instructor agrees to execute and provide any further documentation or assurances reasonably requested by University or any third party, such as a MOOC provider, for the purpose of verifying and effectuating the rights granted in this Agreement, provided, however that: (i) any such documentation or assurances will be prepared at University's or the third party's expense; and (ii) no such documentation or assurances will require Instructor's additional participation in any offering of the Online Course, without his/her explicit further consent.

7. **Release of Claims.** To the extent allowable under applicable law, Instructor understands that with respect to any content voluntarily provided to University under this Agreement, Instructor hereby releases, discharges, and promises not to sue any entity 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 authorized exercise of any rights herein granted.

8. **Miscellaneous.** This Agreement will be governed by the laws of the State of Illinois, excluding its conflicts of law provisions. This is the entire agreement between Instructor and University concerning the Online Course. No modifications may be made to this Agreement unless they are in writing and executed by both parties, and explicitly refer to and evince an intent to modify this Agreement. Neither Instructor nor University may assign or otherwise convey the rights granted herein, provided, however, that licensing or sublicensing are permitted to the extent necessary to for a party to carry out the activities contemplated by this Agreement so long as any such activities remain subject to the control and direction of the party to this agreement granting the license or sublicense.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. Facsimile signatures are acceptable and constitute original signatures.

Acknowledgment of Agreement

Signing indicates that the instructor/guest presenter has reviewed and accepted this Instructor/Guest Presenter Agreement and that the University acknowledges receipt of this Instructor/Guest Presenter Agreement.

University Administrator Name and Title

University Administrator Signature

Date

Instructor Name and Title

Instructor Signature

Date

Exhibit B-3
Participant Release

This Participant 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 am at least 18 (eighteen) years of age and 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: _____

Signature

Date

Course(s): _____

UIUC Contract Approval/Routing Form (CARF)

All fields in Sections 1 through 3 are required. Attach 1 signed contract for final execution.

Section 1 - Contract

Contract Category: Payable No Funds Receivable New Contract Amendment # _____

Contract Type: Revenue Generating Services (Non-Healthcare) _____

Contract Sub Type: Other _____

Brief Description:

Online course Hosting and Services agreement

Chart: 1 Org: 236 Amount: see attachment Start Date: upon execution End Date: indefinite

of Renewals: 0 Health Care Related? No Yes

Document Source: Custom Other Party Template No Changes Template with Changes

Section 2 - Contracting Party

Name: Coursera, INC Contact: Nikhil Sinha, Chief Business Officer

Phone: 512-750-4194 E-Mail: nsinha@coursera.org

Address: 381 E. Evelyn Avenue, Mountian View, CA 94041
Street, City, State, Zip

Section 3 - Unit Information

Name: Office of the Provost Contact: Adam Fein

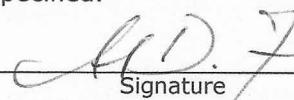
Phone Number: (217) 244-9058 E-Mail: fein@illinois.edu

Address: 601 E. John St, 208 Swanlund, Champaign, IL 61820
Street, City, State, Zip

Section 4 - Preliminary Approvals

The signatures below indicate approval of the contract at the amount specified.

Unit Head: ADAM D. FEIN
Required Printed Name



10/27/17
Date

Unit head approval may NOT be delegated. However, the signature of the next higher level administrator negates the need for approval(s) at a lower level. For UA units, this is the director responsible for the performance of the contract.

Dean/Director: N/A
\$50,000 or More Printed Name N/A Signature Date

Dean/director approval may be delegated. The unit must maintain documentation of such delegation. The signature of the next higher level administrator negates the need for approval(s) at a lower level. For UA units, this is the executive director or next higher level of approval.

VP/Chanc./V. Chanc.: N/A
\$150,000 or More Printed Name N/A Signature Date

For UA units, this is the Assistant Vice President or next higher level of approval.

Section 5 - Final Approvals

University Comptroller: Electronically signed in iCS University Counsel: N/A

Select Campus Routing Info Printed Name UIUC Purchasing MC-602

University Counsel review is required for payable contracts of \$250,000 or more, all contracts requiring BOT approval, all settlements of claims or disputes, all contracts for legal services, all contracts where student data will be shared with outside entities, and all employment contracts.

OBFS Use Only

Contact Name/Phone: Megan R. Wells 217-333-3561 Procurement Method: Small Purchase

Contract #: CN-00017816-03 BOT Approval Date: PPB Approval Date:

Bulletin Procurement Number:

COURSERA FOR ORGANIZATIONS ADDENDUM

1. This Coursera for Organizations Addendum ("Addendum") is made effective as of the last signature date by a party hereto ("Addendum Effective Date"). This Addendum is entered into between The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Urbana campus, located in Champaign, IL 61820 ("University" or "Partner") and Coursera, Inc., with offices at 381 E. Evelyn Ave, Mountain View, CA 94041 ("Coursera"). Reference is made to the Online Course Hosting and Services Agreement, as amended, between the parties (the "Agreement"). The Agreement is explicitly incorporated by reference into this Addendum, and Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
2. **Coursera for Organizations.** This Addendum shall govern a Coursera offering to businesses, governments, and nonprofit organizations (together, "Organizations"), which will consist of the following:
 - a. A license for Organization end users ("Organizational Users") to access University Courses (and related Course Content) and obtain Verified Certificates via the Signature Track program, as described in Section 3.4 of the Agreement (for purposes of this Addendum, "Content Services"). University acknowledges and agrees that this Addendum does not obligate Coursera to include University's Courses in Content Services; and
 - b. Additional and customized Coursera features and services made available to Organizations in connection with Content Services without any additional obligations or support from University ("Enterprise Services"). Examples of Enterprise Services may include, without limitation: ongoing Coursera for Organizations customer support; and the development of Coursera Platform features required by Organizations; and
 - c. In the event that an Organization requests that additional and customized services be performed by University and bundled together in a single contract with Content Services and Enterprise Services (such additional services, the "University Services"), and provided that University agrees in writing with the proposed scope and price of the University Services, the written agreement between Coursera and Organization shall include University Services. University Services may include, without limitation: (i) additional lectures or assessments; (ii) live or blended teaching sessions provided by University staff; and (iii) identification or definition of a major new enterprise-level opportunity for Coursera via the University.
3. **Service Fees and Revenue Share.** The Parties agree that Coursera will charge Organizations fees for each of the Content Services, Enterprise Services, and University Services (as applicable). The fees shall be collected by Coursera, and accounted separately with regard to revenue sharing between the Parties.
 - a. **Content Services Fee.** The fee for Content Services shall be set by Coursera and shall be subject to revenue sharing with University. The Content Services fee may vary by Organization, and will be as set forth in Coursera's agreements with such Organizations, but in no case will the Content Services fee be less than seventy percent (70%) of the total of the Content Services fee plus the Enterprise Services fee charged respectively to such Organization. Coursera will pay to University sixty five percent (65%) of the Net Sales Revenue generated by the Content Services fee in accordance with the Signature Track program revenue sharing provisions contained in the Agreement. For the avoidance of

doubt, this Addendum does not affect the revenue share percentages applicable to University Courses, Specializations, and related Course Content offered to Learners separately from Coursera for Organizations.

- b. **Enterprise Services Fee.** The fee for Enterprise Services, to compensate Coursera for the additional administrative tools and account support to Organizations, shall be set by Coursera and will not be subject to revenue sharing with University. The Enterprise Services fee may vary by Organization, and will be as set forth in Coursera's agreements with such Organizations, but in no case will the Enterprise Services fee be more than 30% of the total of the Content Services fee plus the Enterprise Services fee charged respectively to such Organization.
 - c. **University Services Fee.** Provided that Organization agrees to purchase and University agrees to provide University Services as described in Section 2c of this Addendum, the amount of the University Services fee and the portion of the University Services fees Coursera will pay to University shall be set by mutual written agreement between Coursera and the University as part of the written agreement specified in Section 2c of this Addendum, which shall be executed prior to the execution of a written agreement between Coursera and Organization.
4. **Data and Analytics for Organizations.** Coursera will provide University with data and analytics regarding Organizations and Organizational Users as set forth in Exhibit A. To the extent that Organizational Users act as Learners (i.e., on the Platform, but outside of the Courses which make up the Content Services), the data and analytics created shall be governed by the Learner Data provisions of the Agreement.
 5. **Terms of Payment.** Coursera will transmit University's revenue share attributable to Content Services and University Services on a quarterly basis. Any refunds provided by Coursera to Organizations for unused course enrollments may be offset against subsequent revenue payments to University.
 6. **Records and Reporting.** Coursera shall keep accurate records in sufficient and customary detail such that the University's revenues shares resulting from the Coursera for Organizations offering may be verified. During the term of this Addendum and for a period of four (4) years following its termination, but no more than once in any twelve (12) month period, Coursera shall permit an independent representative acceptable to both Parties to inspect, audit and copy its books and records regarding its payment obligations under this Addendum during normal business hours. Such examination shall be made at University's expense, except that if such examination discloses a shortage of five percent (5%) or more in the amount of payment due University for any annual period, then Coursera shall reimburse University for the reasonable cost of such examination or audit, including any professional fees and out of pocket costs incurred by University. The results of the audit shall be treated as joint Confidential Information unless and until a related legal action may be commenced.

To the extent permitted by the confidentiality or other provisions of agreements entered into between Coursera and Organizations, Coursera will provide a detailed summary of any provisions of agreements entered with Organization that may, in Coursera's reasonable opinion, affect the University, including but not limited to those related to confidentiality, use of Organizational User information, restrictions on communications with Organizational Users, and payment terms. Coursera is solely responsible and shall hold University harmless from any claims relating to information in Coursera's possession and not provided to University due to

confidentiality or other provisions of agreements entered into between Coursera and Organizations.

7. **No Modification of Partner Agreement.** Except as set forth in this Addendum, Coursera's agreements with Organizations will not result in additional obligations or restrictions, or in any way modify the rights and obligations of the University under the Agreement. University shall not be responsible for any contractual obligations of Coursera with Organizations or Organizational Users that are incompatible with the Agreement or this Addendum.
8. **Term and Termination.** The Term of this Addendum shall be coterminous with the Agreement, but either Party may terminate this Addendum separately from the Agreement with ninety (90) days' notice to the other Party; or may terminate immediately for a material breach with respect to any provision of the Agreement or Addendum, where the other Party fails to remedy any such breach or default within forty-five (45) days after written notice. In the case of separate termination of this Addendum, the obligations and rights of the parties will continue only insofar as is required for Coursera to fulfill the terms of any outstanding obligations to Organizations, but in no case will such obligations extend beyond a twelve (12) month period ("*Enterprise Wind Down Period*"). In no case will Coursera enter into new Coursera for Organizations agreements or renewals of existing Coursera for Organizations agreements that include Courses, Specializations, or other content or services of the University during the Enterprise Wind Down Period.

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

Coursera, Inc.
"Coursera"

By: Nikhil Sinha
Printed Name: Nikhil Sinha
Title: Chief Business Officer
Date: 9/29/17

Board of Trustees of the University of Illinois
"University" or "Partner"

By: Avijit Ghosh
Printed Name: Avijit Ghosh
Title: Interim Comptroller
Date:



Exhibit A

DATA SHARING

- A. To the extent permitted by privacy law and contractual obligations to Organizations, Coursera will provide Organizational User information to University as set forth in the Agreement Section 7.5, or, if permitted, Coursera will notify University of its inability to provide such Organizational User information.
- B. Coursera will work in good faith to ensure that future agreements with Organizations do not include provisions that would limit University's access to Organizational User information.
- C. University acknowledges and agrees that the transmission of personally identifiable information (PII) of Organizational Users shall be governed by the applicable laws and regulations regarding data privacy and security, as well any applicable contractual obligations entered into between Coursera and Organizations.
- D. Anytime where an Organizational User acts as an individual Learner, Learner information will be made available to University, and communication will be permitted by University, as set forth in the Agreement or other relevant agreements between the Parties. Furthermore, any permissions/consents to the possession and use of PII by Organizational Users to University, including, but not limited to, the unsolicited provision of PII without restrictions by Organizational Users to University, shall result in University being able to possess and use such PII accordingly, subject to applicable laws, privacy policies, and agreements between Coursera and University.
- E. *To the extent permitted by contractual obligations* of Coursera to Organizations, the following data may be shared with University:
 - a. Listing of all University courses being utilized by Coursera for Organizations customers;
 - b. List of the names of all Organizations utilizing University courses;
 - c. Number of Organizations and the names of such Organizations using a particular University Course;
 - d. Number of distinct Organizational Users using a particular University Course.
 - e. Overall aggregate data: e.g., "X number of Courses are being used by X number of distinct Organizations in X number of learning programs";
 - f. Number of current Organizational Users enrolled (all time enrollments) in each Course, listed by organization;
 - g. Number and name of Organizations with at least one Organizational User enrolled in Courses (all time enrollments); and
 - h. De-identified data on all Organizational Users per Organization customer.

UIUC Contract Approval/Routing Form (CARF)

All fields in Sections 1 through 3 are required. Attach 1 signed contract for final execution.

Section 1 - Contract

Contract Category: Payable No Funds Receivable New Contract Amendment # 1 2

Contract Type: Training & Course Development Services

Contract Sub Type: Non-Credit Course

Brief Description:

Addendum to Master Coursera Agreement to allow PricewaterhouseCoopers to inform university if a user needs to be barred from a course; this addendum states that Coursera will take bar that user's access if PwC requests university to do so.

Chart: 1 Org: 700 Amount: \$0 Start Date: upon signature End Date: _____

of Renewals: 0 Health Care Related? No Yes

Document Source: Custom Other Party Template No Changes Template with Changes

Section 2 - Contracting Party

Name: Coursera, Inc. Contact: Megan Kollar

Phone: 650-386-5525 E-Mail: megan@coursera.org

Address: 1975 West El Camino Real, Suite 202, Mountain View, CA 94040
Street, City, State, Zip

Section 3 - Unit Information

Name: Office of the Provost Contact: Adam Fein

Phone Number: 217-244-9058 E-Mail: fein@illinois.edu

Address: Champaign, IL 61820
Street, City, State, Zip

Section 4 - Preliminary Approvals

The signatures below indicate approval of the contract at the amount specified.

Unit Head: Charles Tucker  Signature 11/29/16 Date
Required Printed Name

Unit head approval may NOT be delegated. However, the signature of the next higher level administrator negates the need for approval(s) at a lower level. For UA units, this is the director responsible for the performance of the contract.

Dean/Director: \$50,000 or More Printed Name Signature Date

Dean/director approval may be delegated. The unit must maintain documentation of such delegation. The signature of the next higher level administrator negates the need for approval(s) at a lower level. For UA units, this is the executive director or next higher level of approval.

VP/Chanc./V. Chanc.: Edward Feser Printed Name Signature Date
\$150,000 or More
For UA units, this is the Assistant Vice President or next higher level of approval.

Section 5 - Final Approvals

University Comptroller: Hanna Richmond University Counsel: Printed Name
UIUC AVP - 109 Coble Hall Printed Name

University Counsel review is required for payable contracts of \$250,000 or more, all contracts requiring BOT approval, all settlements of claims or disputes, all contracts for legal services, all contracts where student data will be shared with outside entities, and all employment contracts.

OBFS Use Only

Contact Name/Phone: _____ Procurement Method: _____

Contract #: CN-17816-01 BOT Approval Date: _____ PPB Approval Date: _____

Bulletin Procurement Number: _____

FIRST AMENDMENT TO THE ONLINE COURSE HOSTING AND SERVICES AGREEMENT

This First Amendment to the Online Course Hosting and Services Agreement ("Amendment") made effective as of the last signature date by a party hereto, is entered into between University and Coursera. Reference and expressly amends the Online Course Hosting and Services Agreement between the parties executed on March 31, 2015 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS:

- A. University is collaborating with PricewaterhouseCoopers LLP ("PwC") to create content for a Specialization to be launched on the Platform;
- B. PwC has requested the ability, in the event that its independence is impaired, to request and obtain removal of such Specialization content directly attributable to PwC (the "**PwC Content**") in certain circumstances as described below; and
- C. In order to assure that PwC is able to comply with its independence requirements under federal law, PwC has requested that the PwC Content not be available to enterprise ("**Coursera for Business**") customers on the Coursera Platform.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Section 1.11 will be added to the Agreement to read as follows:

"Appendix 1: Maintenance of Independence" is hereby incorporated into this Agreement."

2. An appendix shall be added to the Agreement, to read as follows:

APPENDIX 1: Maintenance of Independence

A. For so long as the Partner Specialization currently titled "Professional IQ: Preventing and Solving Problems at Work" includes content contributed by PricewaterhouseCoopers LLP ("PwC"), PwC may conclude that the inclusion of content attributable to PwC ("**PwC Content**") on the Coursera Platform constitutes actual, or the appearance of, an impairment of independence of PwC, or a member firm within the PwC global network of firms, with respect to a PwC "restricted entity," or that circumstances have arisen that would make the continued inclusion of the PwC Content on the Coursera Platform conflict with any other applicable law, rule or other professional regulation or standard. PwC may come to such a conclusion in certain circumstances, which include, but are not limited to: a) if Coursera becomes an SEC "restricted entity" by becoming a publicly-traded company and PwC performs audit work for Coursera; or (b) if Coursera is acquired by an SEC "restricted entity" and PwC performs audit work for that entity. For purposes of this section, a "**restricted entity**" means an entity from whom PwC must be independent under applicable laws, regulations, and policies.

B. Upon receipt of written notice from PwC regarding the existence (or appearance) of an impairment of independence, University shall promptly replace the PwC Content with content of equal or greater quality.

C. PwC Content will not be available to enterprise customers of Coursera via any enterprise and/or Coursera for Business offerings on the Coursera Platform. Individual Learners will be able to access PwC Content in their individual capacity as Learners separate from any affiliation with Coursera enterprise customers.

3. No other changes are made to the Agreement, and all provisions of the Agreement and any subsequent amendments or addendums to the Agreement which are not in conflict with this Amendment remain in full force and effect unless the parties explicitly agree otherwise in writing.

FIRST AMENDMENT TO THE ONLINE COURSE HOSTING AND SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date(s) below.

Coursera, Inc.
"Coursera"

By: Nikhil Jinya

Printed Name: NIKHIL JINYA

Title: CHIEF BUSINESS OFFICER

Date: November 29, 2016



Board of Trustees of the University of Illinois
"University"

By: Donna Rosman

Walter K. Knorr

Printed Name: Walter K. Knorr

Title: Comptroller

Date: November 30, 2016



Coursera
ONLINE COURSE HOSTING & SERVICES AGREEMENT

This ONLINE COURSE HOSTING AND SERVICES AGREEMENT, made effective as of the last signature date by a party hereto (the “*Effective Date*”), is between Coursera, Inc., a Delaware corporation, with a principal place of business at 381 E. Evelyn Ave., Mountain View, CA 94041 (“*Coursera*”) and The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Urbana campus, located in Champaign, IL 61820 (“*Partner*”). Each of Coursera and Partner may hereinafter be referred to as a “*Party*,” and collectively, the “*Parties*”.

BACKGROUND

WHEREAS, Coursera has developed a proprietary internet service and website (“*Platform*”) to host multi-media courses (“*Courses*”) for consumption by end users (“*Learners*”) via Coursera’s properties (e.g., the Platform, mobile apps, and Catalog API; collectively, the “*Coursera Properties*”);

WHEREAS, Partner desires to support development of and create Course materials, which may be in any form or format (“*Course Content*”), to license to Coursera certain rights in such Course Content and to use the Platform to deliver such Course Content to Learners; and

WHEREAS, Coursera makes available various forms of services through or in connection with its Platform (“*Services*”), and the Parties desire that such Services be provided to Learners, 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, the Parties hereby agree as follows:

AGREEMENT

1. COURSE CONTENT.

1.1 Course Specifications Document. Before launching any new or substantially modified Course on the Platform, the Parties must complete a mutually-agreed-upon Course Specifications Document, specifying Course details, duration and related matters. The Course Specifications Document used by Partner will be that located at <http://legal.coursera.org/csf.pdf>, or other document as determined mutually acceptable by PoC and Coursera Partnership Manager.

1.2 Course Required Criteria. Courses available on the Platform must meet certain minimum standards (“*Course Criteria*”):

- a. Courses must meet high academic standards;
- b. Courses must use multi-media content in a coherent, high production-value presentation;
- c. Courses must include grading functionality;
- d. Courses should support peer-to-peer interaction activities as well as social collaboration methods; and
- e. Courses must be taught by a qualified instructor (“*Instructor*”) chosen by the Partner.

1.3 Instructor Consent and Required Releases. Before uploading Course Content to the Platform, or allowing its Instructors to do so, Partner will ensure that it has obtained the required licenses and rights to the Course Content as well as a release of liability from the Instructor(s), any other individual who presents

Course Content to Learners (“*Guest Presenter*”), and any other individual whose voice or likeness is included in the Course Content presented to Learners (“*Participants*”) by having each Instructor, Guest Presenter, or Participant, as applicable, sign the relevant Instructor Release, Guest Presenter Release, or Participant Release, and providing a copy of same to Coursera without any addendum or schedule containing specific payment terms. The releases shall be substantially similar to the releases attached as **Exhibits B1-B3**. As between Partner and Coursera, Partner will be responsible for reviewing and obtaining any necessary licenses, waivers, or permissions with respect to any third-party rights to Course Content provided by Partner.

1.4 Course Content Collaboration. Partner will designate a main Point of Contact (“*PoC*”), Project Manager, and/or other individuals as requested by Coursera to enable Course Content creation and collaboration on matters pertaining to the Parties’ duties under the Agreement. Coursera will designate a dedicated Partnership Manager as the primary contact for Partner on any issues relating to the Course Content, administration and related matters.

1.5 Course Development Timeline. Partner will provide Course Content to Coursera for review sufficiently in advance of the mutually agreed launch date of the Course on the Coursera Platform, and further in accordance with the timelines and related guidelines arrived at in consultation between Partner and Coursera.

1.6 Course Content Errors. Partner agrees that it will correct, in a timely fashion, any errors in Course Content known to it prior to launch on the Platform.

1.7 Content Appropriateness.

- a. Coursera reserves the right to suspend certain Course Content from its Platform after notifying, or making reasonable efforts to notify Partner. Coursera Partnership Manager will engage in collaborative efforts with Partner PoC to cure any Course Content deficiencies identified as objectionable under this Section 1.7(b) before Course Content is permanently removed from Platform.
- b. Content may be subject to suspension or take-down under this section where:
 - i. It is of poor technical quality or otherwise fails to meet Course Criteria;
 - ii. It constitutes inappropriate advertising content (as opposed to content with a direct pedagogical purpose);
 - iii. Coursera reasonably determines it may violate applicable law, or which constitutes an actionable threat, harassment, or intimidation.
- c. Coursera shall promptly remove Course Content from its Platform at Partner’s request where Partner reasonably determines in its sole discretion and so notifies Coursera that:
 - i. it is in violation of any applicable law;
 - ii. there is a creditable third party allegation that the Course Content violates the third party’s rights;
 - iii. it is in violation of any of Partner’s policies. Partner will make a copy of such policies available to Coursera upon request; or
 - iv. Course Content is substantively erroneous or outdated.
- d. For all removals as allowed under Section 1.7(c), Partner shall make reasonable efforts to provide substitute materials or otherwise ensure the instructional integrity of the Course, and to communicate appropriately with Learners enrolled in the relevant Course.

1.8 Course Availability.

- a. **Session-Based Courses.** Once enrollment for a session-based Course has begun, Partner may not unilaterally remove, block, or suspend access, or authorize an Instructor to remove, block, or suspend access to the Course Content prior to the scheduled end date of the Course, except as provided in Section 1.7(c).
- b. **On-Demand Courses.** Except as provided in Section 1.7(c), once Course Content for an on-demand Course is available to Learners, Partner may not unilaterally remove, block, or suspend access, or authorize an Instructor to remove, block, or suspend access to the Course Content until: (i) for the removal of a single on-demand Course, 6 months after Coursera's receipt of a written removal notice from Partner; and (ii) for the removal of an on-demand Course that is part of a bundled course offering (a "*Specialization*"), 12 months after Coursera's receipt of a written removal notice from Partner.

1.9 Third Party Claims. Should either Party receive a written notice from a third party alleging infringement of its intellectual property rights arising from the Course Content uploaded to the Platform, or receive notice of a governmental inquiry relating to the Course Content, that Party will promptly notify the other Party and identify the Course Content subject to the claim or inquiry.

1.10 University Advisory Board. The University Advisory Board ("*UAB*"), described in detail at <http://legal.coursera.org/uab.html>, may promulgate guidelines and act as an escalation point on matters involving partner selection, content takedown issues and pedagogical matters.

2. CONTENT RIGHTS.

2.1 Course Content. As between the Parties, and except for the license rights granted in this Agreement, Partner retains all rights in the Course Content.

2.2 Learner Content. The Parties acknowledge that each Learner retains ownership in content created by the Learner as part of a Course, such as submitted homework, forum posts, and the like ("*Learner Content*"). Accordingly, Learner Content may only be used with the appropriate Learner consent. Except as otherwise provided under this Agreement, access to Course content will be provided to Learners only upon assenting to Coursera's terms of use which obtain for Partner and Coursera a broad license to use Learner Content. Partner may request Learner to grant additional licenses to Learner Content.

2.3 Registered Students. Some Learners may be enrolled students at the Partner institution who participate in a Course as part of efforts towards earning Partner course credit or meeting Partner degree requirements ("*Registered Students*"). Partner may require that Coursera provide and comply with additional or alternative end user license terms for Registered Students that are consistent with applicable laws and Partner policies.

2.4 Other Content. As between the Parties, Coursera and its licensors retain all rights in the Platform, Coursera Properties, Services, other Coursera products, and all content (other than the Course Content, other Partner-created materials and Learner Content) used or created in connection with the foregoing, including ownership of third party enhancements to the Course Content not provided by Learners as part of the Course, such as Course Content translations provided by Coursera through crowdsourcing, translation vendors, or other means ("*Course Enhancements*").

2.5 Limitations on Use of Course Enhancements. Notwithstanding Section 2.4 above, Coursera shall not use Course Enhancements for any purpose not related to the offering of the Course on the Coursera Properties or for purposes not specifically authorized by Partner.

2.6 No Other Restrictions. Nothing in this Agreement restricts Coursera from using content that is not Course Content. This Agreement does not limit the rights and permissible uses that either party would have independent of this Agreement, including rights under the U.S. Copyright Act or other applicable intellectual property laws.

3. LICENSE GRANTS.

3.1 Content Licenses.

- a. **License to Course Content.** Partner grants to Coursera a nonexclusive, sublicensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Course Content on Coursera Properties for reasonable marketing purposes. If Course Content is incorporated during the Term into fixed media displays of Coursera products (for example, screenshots or video demonstrations of Coursera products for marketing purposes in television broadcasts, print media, or other fixed media), this license will be perpetual and irrevocable for those fixed media uses.
- b. **License to Learner Content and Course Enhancements.** Coursera grants to Partner a nonexclusive, sublicensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Learner Content and Course Enhancements on the Platform and in courses exclusively for Registered Students, whether or not on the Platform.
- c. **License to Strategic Content.** Coursera and Partner may collaborate to choose strategic Course Content (“*Strategic Content*”) for use on properties maintained by content distribution partners with whom Coursera has a contractual relationship (“*Distribution Partners*”), for purposes of creating brand awareness for Partner and Coursera. Coursera may make Strategic Content available through Distribution Partners only with Partner’s specific written consent as to the particular Strategic Content and the particular Distribution.

3.2 Platform License. Subject to the terms and conditions of this Agreement, Partner and its Instructors will have the right to access and use the Platform for purposes of uploading and managing Course Content. As part of the Course Content, Partner and its Instructors may construct or provide additional software of value for use with one or more Courses, which software will connect with the Platform via APIs provided by Coursera. Coursera is hereby granted a royalty-free and nonexclusive license to use any such software, interfaces or assessment features for the duration of the applicable Course(s). Partner will not, and will not permit any Instructor or other representative to: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Platform; or (ii) modify, adapt, alter, or create derivative works of the Platform.

3.3 Marks Usage License. Each Party grants the other a non-exclusive, non-assignable, limited, worldwide license (without right to sublicense) to use its name, brand name, service marks and logos (the “*Marks*”) solely in connection with the offering of Course Content, on the certificates issued to Learners who obtain successful Course completion, and in the marketing, promotion, and advertising of each Party’s brand and services, solely in accordance with the granting Party’s policies and guidelines. Partner’s logos and applicable trademark usage policies, as may be updated from time to time, are available by navigating from <http://identitystandards.illinois.edu>. Unless Coursera receives explicit written approval from University PoC, Coursera’s use of Partner marks is limited to the “I Mark” and “Illinois Logo,” as illustrated at <http://identitystandards.illinois.edu/graphicstandardsmanual/generalguidelines/generalguidelines.html>. Coursera shall follow applicable guidelines for web use, <http://identitystandards.illinois.edu/graphicstandardsmanual/web/web.html> <http://identitystandards.illinois.edu/graphicstandardsmanual/web/web.html>, print use, <http://identitystandards.illinois.edu/graphicstandardsmanual/print.html>, or other media use,

<http://identitystandards.illinois.edu/graphicstandardsmanual/othermedia/othermedia.html>, as appropriate. Coursera's trademark usage guidelines are located at: <http://legal.coursera.org/branding.html>. The Parties agree that any and all permitted use of the other Party's Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the granting Party. The Marks of a granting Party are and will remain the sole and exclusive property of that Party.

3.4 Grant of Verified Certificates. Coursera Services to Learners include a program which allows Learners to earn completion certificates ("*Verified Certificates*") in exchange for achieving certain performance standards and paying a fee ("*Signature Track*") service. The Parties agree that in connection with the licenses granted in Section 3.3 above, Coursera will issue Verified Certificates to Learners who have signed up for and achieved the Partner-specified requirements associated with the Signature Track. Such Verified Certificates shall include Partner's logo and the following wording, or other language as may be approved in advance by the Parties:

"[Name of Student] has successfully completed the course, [Course Name], on topic [Topic], an online, non-credit course authorized by XXX (Partner Name) and taught by Professor [Prof Name] of XXX (Partner Name)."

3.5 Grant of Specialization Certificates. Coursera Services to Learners include a program which allows recognition of Learners with a certificate for completing a sequence of related Courses as chosen and approved by Partner ("*Specialization Certificate*") and earning a Verified Certificate for each such Course in the Specialization group ("*Specialization*"). The Parties agree that in connection with the licenses granted in Section 3.3 above, Specialization Certificates shall include Partner's logo and the following wording, or other language as may be approved in advance by the Parties:

"[Name of Student] has successfully completed the online, non-credit Specialization, [Specialization Name], a non-credit series authorized by the University of Illinois at Urbana-Champaign through Coursera."

3.6 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.

4. COURSERA SERVICES.

4.1 Course Monitoring and Analytics.

a. Forums. Certain Courses may provide functionality for interactive forums through which Learners can interact with each other and with Instructors to discuss a Course. Partner will make reasonable efforts to monitor the respective forum to ensure that material Course errors, Quality Standards or other issues are identified and addressed.

b. Analytics and Scores. Coursera will administer assessments and make available to Partner certain aggregate raw data and analytics regarding Learner behavior and performance for Partner Courses, which will include information on any of the following: Learner demographics, module usage, aggregate assessment scores and reviews. Partner agrees that its use of such data shall be in accordance with Coursera's Privacy Policy located at: <https://www.coursera.org/about/privacy> at the time of the use.

c. Mirroring. Coursera partners with international internet technology services companies (e.g., NetEase) in order to provide mirroring capabilities for Courses and other mechanisms for improving delivery of Course Content to international Learners. Partner agrees to cooperate with

Coursera as needed where Course Content is to be mirrored, but Partner is free to opt out of mirroring on a Course by Course basis as shall be indicated on the Course Specifications Document.

4.2 Accessibility for Learners with Disabilities.

a. **Coursera Responsibilities.** Coursera will: (i) use commercially reasonable efforts to make the Platform reasonably accessible to Learners with disabilities, (ii) proactively provide captioning for Courses offered to the public whose initial enrollment is above 10,000 Learners, and provide such captioning for courses whose initial enrollment is smaller, in a timely manner, upon request by an Learner with a disability, (iii) provide Partner with text transcripts of captions to facilitate Partner's creation of audio captions for visual elements of its Course Content, to the extent such text transcripts have been created by Coursera, (iv) provide a capability for collecting and displaying "crowd-sourced" annotations to Course Content, and (v) modify or otherwise ensure that Coursera Properties are able to deliver Course accommodations developed by Partner for Learners with disabilities. Partner will cooperate and provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this paragraph.

b. **Partner Responsibilities.** Partner is responsible for complying with applicable laws and regulations with respect to Course Content-based accommodations for Learners with disabilities. Upon request, Coursera will provide assistance to Partner in providing such accommodations, for a fee to be mutually agreed upon.

c. **Protocol for Accessibility to End Users with Disabilities.** The Parties and other Partner institutions will cooperate to establish and maintain a set of protocols to address accessibility by end users with disabilities, available at: <http://legal.coursera.org/accessibility.html> ("**Disability Protocols**"). Parties may have additional obligations as set forth in the Disability Protocols, except where such obligations are inconsistent with those of this Agreement.

4.3 Private Communities. Generally, Coursera offers Courses on its Platform in an open-content format (i.e., where the Course Content is accessible to all Learners for free). Partner and Coursera may create private communities of Learners in an otherwise open-content Course who have access to Course Content, Platform features, Instructors and guest presenters, and other benefits not available to other Learners in the Course (such communities, "**Private Communities**"). Partner may, as specifically agreed to by the Parties in writing, offer an agreed upon number of Private Communities that are exclusive to its Registered Students or other persons affiliated with the University. To the extent either Partner or Coursera monetizes any Private Communities, the Parties will mutually agree on the applicable revenue sharing model.

4.4 Closed Courses for Registered Students. Partner may also choose to provide its Registered Students with access to a reasonable number of mutually agreed-upon Courses that are not available in an open content format on the Platform ("**Closed Courses**"). To the extent Partner wishes to offer more Closed Courses than Coursera is willing to host at no cost on the Platform, the Parties will negotiate the applicable fees. For Closed Courses, the number of distance learning students may not exceed the number of on-site students in that course.

5. PAYMENTS.

5.1 Monetization Models.

- a. Unless Partner opts out, each open-content Course will participate in the Signature Track program. Partner will receive a percentage of Net Sales Revenue received for each Learner that opts into and pays for the Signature Track or Specialization Services, as further set forth in **Exhibit A**. “**Net Sales Revenue**” will include sales receipts for Course that are past the refund period, if any, less any reasonable distribution costs or taxes paid to third parties directly related to the revenue.
- b. To the extent Partner generates revenue directly from Learners (other than Registered Students) through the offering of Courses on the Platform, Partner agrees to provide Coursera with a percentage of revenue received as mutually agreed to by the Parties in another agreement or addendum to this Agreement.

5.2 Payment Terms.

- a. **Electronic Fund Transfer Information.** Partner must provide Coursera with its wire transfer information, including bank account details and wire instructions in order to allow Coursera to send Partner its portion of the Net Sales Revenue. The EFT Information form is located at: <http://legal.coursera.org/eft.pdf>. Coursera will ensure that such information is only shared with authorized employees and contractors and will treat such information as Confidential Information.
- b. **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. CONFIDENTIALITY AND PUBLICITY.

6.1 Definition. “Confidential Information” means information disclosed by (or on behalf of) one party to the other party under (or in connection with) this Agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party, but in any event, Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.

6.2 Confidentiality Obligations. The recipient of any Confidential Information will not disclose that Confidential Information except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use such Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

6.3 Return. Each Party hereby agrees to, within 30 days after Termination of the Agreement: (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.

6.4 Publicity. Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other's prior written approval.

7. LEARNER DATA.

7.1 Compliance with Law. Each Party's use of Learner data and other information, including emails, will be subject to the Coursera Privacy Policy and all applicable laws, including anti-spam legislation in any jurisdiction the Content is available to Learners (e.g., Canada's Anti-Spam Law). For the avoidance of doubt, where applicable law mandates express consent from the Learner prior to sending marketing communications to the Learner, and the disclosure of such use in Coursera's Privacy Policy or otherwise by Coursera does not by itself satisfy the requirements such law, Partner must obtain the appropriate consent directly from Learners.

7.2 Allowable Marketing. Partners may only send emails to Learners regarding Partner-sponsored activities and such emails must be consistent with Partner's high standards and not impose an unreasonable intrusion on a Learner's time or resources.

7.3 Targeted Marketing. Partner agrees it will only send emails to Activated Learners. "*Activated Learners*" means Coursera Learners who have enrolled in and meaningfully engaged in Partner's Course within the last two years (e.g., have watched at least 30 minutes of video lectures).

7.4 Confidentiality.

a. Partner Responsibilities. Partner will treat as Confidential Information any and all Learner data or information received from Coursera. In connection therewith, Partner agrees that it shall not use Learner emails or other information received hereunder to directly promote any massive open online course on a platform that is competitive to Coursera.

b. Coursera Responsibilities. Coursera will treat as Confidential Information any and all Learner data or information received from Partner or Learners who can be identified at the account level as Registered Students, and will not disclose this information to any third party without permission from Partner. Except with the prior consent of Partner, Coursera will not contact Learners subject to the Registered Student Model other than regarding routine administrative matters, including site maintenance. Coursera will comply with the Coursera Research Policy located at <http://legal.coursera.org/research.html>, which may change from time to time, but only as approved by the UAB, or a committee appointed by the UAB.

7.5 Research. Coursera will share Learner information with researchers, and any research through the Platform will be conducted pursuant to the Coursera Research Policy.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Mutual Representation. Each party represents and warrants that it has full power and authority to enter into this Agreement.

8.2 Representations by Partner. Partner further represents and warrants to Coursera that: (a) all Instructors or guest presenters providing any Content for use on the Platform have delivered the applicable Instructor Consent and Release, Guest Presenter Agreement, and Participation Release, as set forth in Exhibits B1-B3; (b) to its knowledge, use of the Course Content on the Platform will not infringe the

intellectual property rights of a third party; and (c) all Courses provided by Partner for use with the Platform satisfy the Course Criteria.

8.3 Representation by Coursera. Coursera further represents and warrants to Partner that, to its knowledge, use of the Platform by Partner or Instructors will not infringe the intellectual property rights of a third party.

9. DISCLAIMERS; LIMITATION OF LIABILITY.

9.1 DISCLAIMER OF WARRANTIES. THE SERVICES AND THE PLATFORM ARE PROVIDED BY COURSERA “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

9.2 LIMITATION OF LIABILITY. EXCEPT FOR THE ITEMS IN SECTION 10.3: (A) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; AND (B) NEITHER PARTY’S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE REVENUE RECEIVED, RECOGNIZED, AND RETAINED BY SUCH PARTY IN CONNECTION WITH THE MONETIZATION OF PARTNER COURSES UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FOR DAMAGES OR LIABILITY AROSE.

9.3 EXCLUSIONS. Nothing in this Agreement excludes or limits either party’s liability for: (a) fraud or fraudulent misrepresentation; (b) breach of Section 6 (Confidentiality); (c) obligations under Section 10 (Indemnification); and (d) matters that cannot be excluded or limited under applicable law.

10. INDEMNIFICATION.

10.1 Indemnification by Partner. Partner will indemnify, defend, and hold harmless Coursera, its affiliates, and each of their officers, directors, employees, and agents (the “*Coursera Indemnitees*”) 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 any Coursera Indemnitee to the extent relating to: (a) any Course Content, including any violation or infringement of any third-party intellectual property rights or claims of defamation, invasion of privacy, right to publicity, or unfair competition, except as otherwise provided under this Agreement; or (b) marketing communications to Learners by Partner that are claimed by such third party to be in violation of applicable law.

10.2 Indemnification by Coursera. Coursera will indemnify, defend, and hold harmless Partner and its officers, trustees, employees, and agents (the “*Partner Indemnitees*”) from and against any and all Losses, arising out of or resulting from any third-party claim asserted against any Partner Indemnitee to the extent relating to: (a) any content on the Platform not provided by Partner (including Instructors or any Guest Presenters), end users, or other authorized third parties (such as other universities), including any violation or infringement of any third-party intellectual property rights or claims of defamation, invasion of privacy, right to publicity, or unfair competition; (b) marketing communications to Learners by Coursera that are claimed by such third party to be in violation of applicable law; or (c) failure by Coursera to promptly remove Course Content as required under Section 1.7(c).

10.3 Procedures. Each Party's right to indemnification under this section is conditioned on the Party seeking indemnification ("*Indemnified Party*") : (a) giving 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. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. TERM AND TERMINATION.

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

11.2 Termination.

- a. **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.
- b. **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.

c. **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. In the event of termination of this Agreement by either Party, all rights and obligations under this Agreement will immediately cease, and Coursera will have no further obligation to provide any of the Services, except that in the event the Agreement is terminated without cause, Coursera will continue to host and make available, and have the right to monetize, any Course that is being hosted and provided by Coursera through the Platform at the time of termination for the remainder of the Course offering, except that in the case of an on-demand Course offering, Coursera will cease offering Course within 12 months of receiving termination notice from Partner, unless a longer time period has been provided in an addendum or other agreement signed by the Parties.

11.3 Surviving Provisions. The following provisions will survive any expiration or termination of this Agreement: Sections 2, 3.1(a) as to fixed media, 6 and 9-12.

12. GENERAL TERMS.

12.1 No Exclusivity. Nothing in this Agreement shall limit a Party's ability to enter into arrangements or agreements with any third party.

12.2 Notices. All notices must be in writing and addressed to the attention of the other Party's legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal or overnight courier, when received if sent by mail without verification of receipt, or within five business days of posting if sent by registered or certified post; or (b) when verified by automated receipt or electronic logs if sent by facsimile or by email to the fax number or email address, as applicable, explicitly provided by one Party to the other Party for this purpose, provided that if a notice is sent by email to Coursera, a copy must also be sent to legal-notices@coursera.org.

If to Coursera, at: **Coursera, Inc.**
 Attn: Legal Department
 381 East Evelyn Avenue
 Mountain View, CA 94041
 Phone: (650) 386-5525

If to Partner, at: **Office of the Provost**
 Attn: Ilesanmi Adesida
 Swanlund Administration Building
 601 East John Street
 Champaign, IL 61820

12.3 Assignment. Neither Party may assign or transfer any part of this Agreement without the written consent of the other Party, and only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning Party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

12.4 Force Majeure. Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control.

12.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

12.6 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

12.7 No Agency. The Parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.

12.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.9 Equitable Relief. Nothing in this Agreement will limit either Party's ability to seek equitable relief.

12.10 Governing Law and Venue. This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

12.11 Waiver of Trial by Jury. Each Party irrevocably waives any and all rights to a trial by jury in any legal proceeding arising out of or relating to this Agreement.

12.12 Amendment. Any amendment must be in writing and expressly state that it is amending this Agreement.

12.13 Entire Agreement. This Agreement, and all documents referenced herein, is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on the subject. Upon execution of this Agreement, the Online Hosting Agreement entered into by the parties in July of 2012 is of no effect, and is replaced in all provisions by this Agreement.

12.14 Counterparts. The Parties may enter into this Agreement in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

12.15 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. Illinois law requires parties contracting with the University to certify as to the following:

- a. If this Agreement is equal to or exceeds \$5,000 and Contractor employs 25 or more employees, Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 ILCS 580/3) as of the effective date of this Agreement.
- b. If this Agreement exceeds \$10,000, neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. (30 ILCS 582).
- c. Contractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 501 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Contract.
- d. Contractor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).

12.16 Severability. If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect.

12.17 Representation of Signatories. The persons signing this Agreement as authorized signatories represent that they have authority and intend to bind the party represented.

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

Coursera, Inc.
"Coursera"

By: Richard Levin

Printed Name: Richard Levin

Title: Chief Executive Officer

Date: March 31, 2015

Board of Trustees of the University of Illinois
"Partner"

By: Nicole Stewart
Walter K. Knorr

Printed Name: Walter K. Knorr

Title: Comptroller

Date: 3/31/15

Nicole L. Stewart, Associate Director for
Business and Finance
2015.03.31 17:12:58 -05'00'



Exhibit A
Revenue Sharing

1. Coursera Monetization Model

Coursera will pay to Partner fifty percent (50%) of Net Sales received by Coursera for Courses offered through the Platform under the Signature Track or Specialization Services (the “*Revenue Share*”).

- 2. Private Communities** - Applicable Revenue Share and/or other fees shall be as set forth in an Addendum to this Agreement or separate agreement between the Parties.
- 3. Closed Courses** - Applicable Revenue Share and/or other fees shall be as set forth in an Addendum to this Agreement.

Exhibit B-1
Instructor Agreement

This agreement (“Agreement”) is made effective as of the date of the last signature below, by and between The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (“University”), and [INSERT NAME], (“Instructor”) a resident of the State of Illinois.

WHEREAS, University is an educational institution which will, among many other activities, develop and offer online courses; and

WHEREAS, University has agreed to support and will support Instructor in the development of an online course entitled [INSERT TITLE] where the development is expected to begin on approximately [INSERT} (“the Online Course”); and

WHEREAS, University and Instructor desire to set forth their agreement regarding ownership and usage of the Online Course and underlying scholarly content;

NOW, THEREFORE, in exchange for the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, University and Instructor agree as follows:

1. Ownership; Licenses.

A. *License to Scholarly Content.* University acknowledges that the Online Course incorporates scholarly content, such as syllabi, lectures, assignments, exercises or assessments, that Instructor authored or created prior to his/her work on the Online Course or independently from his/her work on the Online Course (the “Course Content”). The Course Content also includes any recorded materials used or intended for use in connection with the Online Course that were or are created by Instructor without any use of or reliance on University resources. University acknowledges, that the Course Content is likely to qualify as “traditional academic copyrightable works” according to Article III, Section 2(b) of the *General Rules Concerning University Organization and Procedure* (“General Rules”). As such, the Course Content, and all rights therein, are, subject to the exceptions contained in Article III Sections 4(a) and 4(c) of the General Rules, the property of Instructor. Any materials created or developed by Instructor which are subject to the exceptions of Article III, Sections 4(a) and 4(c) of the General Rules are hereby excluded from Course Content. University agrees and acknowledges that nothing in this agreement transfers or will transfer ownership of any Course Content to University. Subject to the other terms and conditions of this Agreement, Instructor hereby grants to University a non-exclusive, perpetual, royalty-free, worldwide irrevocable license to use the Course Content insofar as it is incorporated into the Online Course. Subject to the other terms and conditions of this Agreement, Instructor also hereby grants to University a non-exclusive, perpetual, royalty-free, worldwide irrevocable license to use his/her name, likeness, image, and voice insofar as they are incorporated into or used in relation to the Online Course. The rights acknowledged and granted in this section apply to the offering of the Online Course either for University’s purposes of using the course for students enrolled at University, or for other lawful external purposes for which University may use the course, including but not limited to massive open online courses (“MOOCs”).

B. *Ownership of the Online Course Materials.* Instructor hereby agrees and acknowledges that, except for the Course Content, as between Instructor and University, University is the sole owner of all right, title and interest in the materials comprising the Online Course, including any information, data, works of authorship, improvements, or other materials delivered or prepared as part of the Online Course, including but not limited to video or audio recordings, web pages, and digital presentations of syllabi, assignments, exercises, and assessments (the “Online Course Materials”). Without limiting the foregoing, Instructor hereby assigns to University all of his/her right, title and interest in and to the Online Course Materials.

2. Usage Rights.

A. *By University*

(i) On-campus Uses. Instructor agrees that University may use the Online Course Materials, including any incorporated Course Content, for its on-campus educational purposes, including educational purposes over the on-campus computer network or other on-campus digital or broadcast format.

(ii) Online Uses. Instructor further agrees that University may offer the Online Course in an online format, with open enrollment or with enrollment as limited in University's sole discretion, subject to the following terms and conditions:

- (a) Selection of an online platform for the Online Course and all details concerning the mode and manner in which the Online Course is offered shall be at University's sole discretion, provided, however, that the Online Course will only be offered via an online platform of suitable and appropriate quality, including, but not limited to, the Moodle, Unizin, Blackboard, Canvas and Coursera online platforms.
- (b) University shall identify Instructor's role as appropriate in each offering of the Course. University will also include any other information about Instructor's position as he/she may reasonably request.
- (c) University shall be entitled to make any modifications to the Online Course necessary to address any accessibility requirement as defined by applicable law or any contractual obligation of University, or as necessary to address any claims of infringement of third party rights.
- (d) University shall be entitled to authorize or permit translations of the Online Course, provided, however, that University will attempt to address any material inaccuracy in a translation that Instructor may identify.
- (e) University shall be entitled to engage in reasonable editing and modification of the Online Course, including updating, abridgment, and combination of the Online Course or portions of it with other course materials. No such editing or modification may result in a material inaccuracy or distortion of the Online Course. University may present, and authorize third parties to present, supplemental lectures and other supplemental materials along with the Online Course. University's rights to edit or modify the Online Course shall include but are not limited to any edits or modifications contractually required or reasonably requested by any third party with whom University is working to make the Online Course available online, including online platform providers.
- (f) University's right to provide the Online Course in an online format includes all rights reasonably necessary for and ancillary to presentation of the Online Course in a digital format, including the right to use, store, host, publicly broadcast, publicly display, publicly perform, distribute, reproduce and digitize all the materials comprising the Online Course, including the Course Content. The foregoing rights are subject to and must be exercised in compliance with the other terms of this Agreement, including subsections 2.A.(ii)(a)-(e).

B. *By Instructor.* University agrees that Instructor may use the Online Course for in-classroom instruction of students enrolled in a degree-granting program at an accredited, non-profit educational institution that has employed or engaged Instructor as an instructor, subject to the following terms and conditions: (i) Instructor will include an appropriate copyright notice identifying "The Board of Trustees of the University of Illinois" as the copyright owner in any display or distribution of the Online Course, or any material portion thereof; (ii) Instructor will promptly respond to University's reasonable inquiries concerning his/her use of the Online Course. Instructor acknowledges and agrees that, in the absence of University's explicit written permission, he/she is not authorized to offer the Online Course in an online format, without regard to whether enrollment is restricted or open, provided, however, that nothing in this subsection restricts Instructor from using the Course Content to create another online course in connection with another institution or using his/her own resources.

3. Compensation. Instructor's contributions to the Online Course will be compensated as outlined in Schedule A.

4. Representations; Third-Party Materials. If the Online Course Materials or any of the Course Content includes the works of any third party, Instructor represents that, to the best of his/her knowledge, he/she has identified any such works to University. Instructor represents that, to the best of his/her knowledge, the Online Course Materials and all the Course Content do not infringe or otherwise violate the rights of any third party.

5. No Termination; Remedies. The rights granted or acknowledged in this Agreement are irrevocable, permanent, and not subject to termination or rescission. Either Instructor or University may seek

monetary damages or specific performance of the terms of this Agreement, as permitted by applicable law, provided, however that no action arising under this Agreement shall be initiated until the party desiring to initiate such action has provided the other party with written notice of an alleged breach and at least thirty (30) days to attempt a cure.

6. Further Cooperation. University and Instructor will reasonably cooperate with one another to facilitate the uses of the Online Course discussed herein. Instructor agrees to execute and provide any further documentation or assurances reasonably requested by University or any third party, such as a MOOC provider, for the purpose of verifying and effectuating the rights granted in this Agreement, provided, however that: (i) any such documentation or assurances will be prepared at University's or the third party's expense; and (ii) no such documentation or assurances will require Instructor's additional participation in any offering of the Online Course, without his/her explicit further consent.

7. Release of Claims. To the extent allowable under applicable law, Instructor understands that with respect to any content voluntarily provided to University under this Agreement, Instructor hereby releases, discharges, and promises not to sue any entity 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 authorized exercise of any rights herein granted.

8. Miscellaneous. This Agreement will be governed by the laws of the State of Illinois, excluding its conflicts of law provisions. This is the entire agreement between Instructor and University concerning the Online Course. No modifications may be made to this Agreement unless they are in writing and executed by both parties, and explicitly refer to and evince an intent to modify this Agreement. Neither Instructor nor University may assign or otherwise convey the rights granted herein, provided, however, that licensing or sublicensing are permitted to the extent necessary to for a party to carry out the activities contemplated by this Agreement so long as any such activities remain subject to the control and direction of the party to this agreement granting the license or sublicense.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. Facsimile signatures are acceptable and constitute original signatures.

IN WITNESS WHEREOF, the Parties have executed this agreement in the spaces indicated below.

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

INSTRUCTOR

By: _____
Walter K. Knorr, Comptroller

By: _____

Date: _____

Name: _____

Attest: _____

Date: _____

Date: _____

Exhibit B-2
Guest Presenter Agreement

This agreement (“Agreement”) is made effective as of the date of the last signature below, by and between The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (“University”), and [INSERT NAME], (“Instructor”) a resident of the State of [INSERT].

WHEREAS, University is an educational institution which will, among many other activities, develop and offer online courses; and

WHEREAS, University has agreed to support and will support Instructor in the development of online course module or modules entitled [INSERT] where the development is expected to begin on approximately August 1, 2014 (“the Online Course”); and

WHEREAS, University and Instructor desire to set forth their agreement regarding ownership and usage of the Online Course and underlying scholarly content;

NOW, THEREFORE, in exchange for the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, University and Instructor agree as follows:

1. Ownership; Licenses.

A. *License to Scholarly Content.* University acknowledges that the Online Course incorporates scholarly content, such as syllabi, lectures, assignments, exercises or assessments, that Instructor authored or created prior to his/her work on the Online Course or independently from his/her work on the Online Course (the “Course Content”). The Course Content also includes any recorded materials used or intended for use in connection with the Online Course that were or are created by Instructor without any use of or reliance on University resources. University acknowledges, that the Course Content is likely to qualify as “traditional academic copyrightable works” according to Article III, Section 2(b) of the *General Rules Concerning University Organization and Procedure* (“General Rules” see Appendix A). As such, the Course Content, and all rights therein, are, subject to the exceptions contained in Article III Sections 4(a) and 4(c) of the General Rules, the property of Instructor. Any materials created or developed by Instructor which are subject to the exceptions of Article III, Sections 4(a) and 4(c) of the General Rules are hereby excluded from Course Content. University agrees and acknowledges that nothing in this agreement transfers or will transfer ownership of any Course Content to University. Subject to the other terms and conditions of this Agreement, Instructor hereby grants to University a non-exclusive, perpetual, royalty-free, worldwide irrevocable license to use the Course Content insofar as it is incorporated into the Online Course. Subject to the other terms and conditions of this Agreement, Instructor also hereby grants to University a non-exclusive, perpetual, royalty-free, worldwide irrevocable license to use his/her name, likeness, image, and voice insofar as they are incorporated into or used in relation to the Online Course. The rights acknowledged and granted in this section apply to the offering of the Online Course either for University’s purposes of using the course for students enrolled at University, or for other lawful external purposes for which University may use the course, including but not limited to massive open online courses (“MOOCs”).

B. *Ownership of the Online Course Materials.* Instructor hereby agrees and acknowledges that, except for the Course Content, as between Instructor and University, University is the sole owner of all right, title and interest in the materials comprising the Online Course, including any information, data, works of authorship, improvements, or other materials delivered or prepared as part of the Online Course, including but not limited to video or audio recordings, web pages, and digital presentations of syllabi, assignments, exercises, and assessments (the “Online Course Materials”). Without limiting the foregoing, Instructor hereby assigns to University all of his/her right, title and interest in and to the Online Course Materials.

2. Usage Rights.

A. *By University*

(i) On-campus Uses. Instructor agrees that University may use the Online Course Materials, including any incorporated Course Content, for its on-campus educational purposes, including educational purposes over the on-campus computer network or other on-campus digital or broadcast format.

(ii) Online Uses. Instructor further agrees that University may offer the Online Course in an online format, with open enrollment or with enrollment as limited in University's sole discretion, subject to the following terms and conditions:

- (a) Selection of an online platform for the Online Course and all details concerning the mode and manner in which the Online Course is offered shall be at University's sole discretion, provided, however, that the Online Course will only be offered via an online platform of suitable and appropriate quality, including, but not limited to, the Moodle, Unizin, Blackboard, Canvas and Coursera online platforms.
- (b) University shall identify Instructor's role as appropriate in each offering of the Course. University will also include any other information about Instructor's position as he/she may reasonably request.
- (c) University shall be entitled to make any modifications to the Online Course necessary to address any accessibility requirement as defined by applicable law or any contractual obligation of University, or as necessary to address any claims of infringement of third party rights.
- (d) University shall be entitled to authorize or permit translations of the Online Course, provided, however, that University will attempt to address any material inaccuracy in a translation that Instructor may identify.
- (e) University shall be entitled to engage in reasonable editing and modification of the Online Course, including updating, abridgment, and combination of the Online Course or portions of it with other course materials (for the purpose of promoting the course to potential users, or to resolve any unanticipated copyright or other legal issues that arise). No such editing or modification may result in a material inaccuracy or distortion of the Online Course and, where appropriate and possible, the University will seek approval of revised content from the original author. University may present, and authorize third parties to present, supplemental lectures and other supplemental materials along with the Online Course. University's rights to edit or modify the Online Course shall include but are not limited to any edits or modifications contractually required or reasonably requested by any third party with whom University is working to make the Online Course available online, including online platform providers.
- (f) University's right to provide the Online Course in an online format includes all rights reasonably necessary for and ancillary to presentation of the Online Course in a digital format, including the right to use, store, host, publicly broadcast, publicly display, publicly perform, distribute, reproduce and digitize all the materials comprising the Online Course, including the Course Content. The foregoing rights are subject to and must be exercised in compliance with the other terms of this Agreement, including subsections 2.A.(ii)(a)-(e).

B. *By Instructor.* University agrees that Instructor may use the Online Course for in-classroom instruction of students enrolled in a degree-granting program at an accredited, non-profit educational institution that has employed or engaged Instructor as an instructor, subject to the following terms and conditions: (i) Instructor will include an appropriate copyright notice identifying "The Board of Trustees of the University of Illinois" as the copyright owner in any display or distribution of the Online Course, or any material portion thereof; (ii) Instructor will promptly respond to University's reasonable inquiries concerning his/her use of the Online Course. Instructor acknowledges and agrees that, in the absence of University's explicit written permission, he/she is not authorized to offer the Online Course in an online format, without regard to whether enrollment is restricted or open, provided, however, that nothing in this subsection restricts Instructor from using the Course Content to create another online course in connection with another institution or using his/her own resources.

3. Compensation. Instructor's contributions to the Online Course will be compensated as outlined in Schedule A.

4. Representations: Third-Party Materials. If the Online Course Materials or any of the Course Content includes the works of any third party, Instructor represents that, to the best of his/her knowledge, he/she has identified any such works to University. Instructor represents that, to the best of his/her knowledge, the Online Course Materials and all the Course Content do not infringe or otherwise violate the rights of any third party.

5. **No Termination; Remedies.** The rights granted or acknowledged in this Agreement are irrevocable, permanent, and not subject to termination or rescission. Either Instructor or University may seek monetary damages or specific performance of the terms of this Agreement, as permitted by applicable law, provided, however that no action arising under this Agreement shall be initiated until the party desiring to initiate such action has provided the other party with written notice of an alleged breach and at least thirty (30) days to attempt a cure.

6. **Further Cooperation.** University and Instructor will reasonably cooperate with one another to facilitate the uses of the Online Course discussed herein. Instructor agrees to execute and provide any further documentation or assurances reasonably requested by University or any third party, such as a MOOC provider, for the purpose of verifying and effectuating the rights granted in this Agreement, provided, however that: (i) any such documentation or assurances will be prepared at University's or the third party's expense; and (ii) no such documentation or assurances will require Instructor's additional participation in any offering of the Online Course, without his/her explicit further consent.

7. **Release of Claims.** To the extent allowable under applicable law, Instructor understands that with respect to any content voluntarily provided to University under this Agreement, Instructor hereby releases, discharges, and promises not to sue any entity 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 authorized exercise of any rights herein granted.

8. **Miscellaneous.** This Agreement will be governed by the laws of the State of Illinois, excluding its conflicts of law provisions. This is the entire agreement between Instructor and University concerning the Online Course. No modifications may be made to this Agreement unless they are in writing and executed by both parties, and explicitly refer to and evince an intent to modify this Agreement. Neither Instructor nor University may assign or otherwise convey the rights granted herein, provided, however, that licensing or sublicensing are permitted to the extent necessary to for a party to carry out the activities contemplated by this Agreement so long as any such activities remain subject to the control and direction of the party to this agreement granting the license or sublicense.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument. Facsimile signatures are acceptable and constitute original signatures.

Acknowledgment of Agreement

Signing indicates that the instructor/guest presenter has reviewed and accepted this Instructor/Guest Presenter Agreement and that the University acknowledges receipt of this Instructor/Guest Presenter Agreement.

University Administrator Name and Title

University Administrator Signature

Date

Instructor Name and Title

Instructor Signature

Date

Exhibit B-3
Participant Release

This Participant 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 am at least 18 (eighteen) years of age and 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: _____

Signature

Date

Course(s): _____

UIUC Contract Approval/Routing Form (CARF)

All fields in Sections 1 through 3 are required. Attach 1 signed contract for final execution.

Section 1 - Contract

Contract Category: Payable No Funds Receivable New Contract Amendment # _____

Contract Type: Revenue Generating Services (Non-Healthcare)

Contract Sub Type: Other

Brief Description:

Online Degree Hosting and Services agreement

Chart: 1 Org: 236 Amount: See attachment A set Start Date: upon execution End Date: 8/15/2018

of Renewals: 2

Health Care Related? No Yes

Document Source: Custom Other Party Template No Changes Template with Changes

Section 2 - Contracting Party

Name: Coursera, Inc

Contact: Nikhil Sinha, Chief Business Officer

Phone: 512-750-4194

E-Mail: nsinha@coursera.org

Address: 381 E. Evelyn Avenue, Mountain View, CA 94041

Street, City, State, Zip

Section 3 - Unit Information

Name: Office of the Provost

Contact: Chuck Tucker/Adam Fein

Phone Number: 217-333-4493

E-Mail: provostbudget@illinois.edu

Address: 601 E John St, 304 Swanlund Administration Building, Champaign, IL 61820

Street, City, State, Zip

Section 4 - Preliminary Approvals

The signatures below indicate approval of the contract at the amount specified.

Unit Head: Adam Fein

Required

Printed Name

3/27/17
Date

Unit head approval may NOT be delegated. However, the signature of the next higher level administrator negates the need for approval(s) at a lower level. For UA units, this is the director responsible for the performance of the contract.

Dean/Director: Paul Ellinger

\$50,000 or More

Printed Name

3/27/17
Date

Dean/director approval may be delegated. The unit must maintain documentation of such delegation. The signature of the next higher level administrator negates the need for approval(s) at a lower level. For UA units, this is the executive director or next higher level of approval.

VP/Chanc./V. Chanc.: John Wilkin

\$150,000 or More

Printed Name

3/27/17
Date

For UA units, this is the Assistant Vice President or next higher level of approval.

Section 5 - Final Approvals

University Comptroller:

Select Campus Routing Info

Printed Name

University Counsel:

Printed Name

University Counsel review is required for payable contracts of \$250,000 or more, all contracts requiring BOT approval, all settlements of claims or disputes, all contracts for legal services, all contracts where student data will be shared with outside entities, and all employment contracts.

OBFS Use Only

Contact Name/Phone: _____

Procurement Method: _____

Contract #: _____

BOT Approval Date: _____

PPB Approval Date: _____

Bulletin Procurement Number: _____



ONLINE DEGREE HOSTING AND SERVICES AGREEMENT

This ONLINE DEGREE HOSTING AND SERVICES AGREEMENT (the “*Agreement*”), made effective as of September 12, 2016 upon execution by all parties hereto (the “*Effective Date*”), is between Coursera, Inc., a Delaware corporation, with a principal place of business at 381 E. Evelyn Avenue, Mountain View, CA 94041 (“*Coursera*”) and The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Urbana campus, located in Champaign, IL 61820 (“*Partner*” or “*Illinois*”). Each of Coursera and Illinois may hereinafter be referred to as a “*Party*,” and collectively, the “*Parties*”.

RECITALS

WHEREAS, Coursera and Illinois entered into that certain Online Course Hosting and Services Agreement, dated March 31, 2015, as amended by the First Amendment to the Online Course Hosting and Services Agreement, effective as of November 30, 2016 (together, the “*Partner Agreement*”); and

WHEREAS, Illinois & Coursera wish to build on their existing relationship to develop and launch the Degree Programs (as defined below), and will collaborate to recruit, support, and educate students; and

WHEREAS, to accomplish their goals as stated above, Coursera and Illinois desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Coursera and Illinois hereby agree as follows:

1. Agreement Structure and Incorporation by Reference.

1.1. This Agreement is composed of the following, all of which are hereby incorporated by reference into this Agreement:

- (a) This Agreement;
- (b) Attachment A: Degree Program Elements;
- (c) Attachment B: Degree Program Operating Model;
- (d) Attachment C: Degree Ecosystem Roadmap (including Schedule C-1);
- (e) Attachment D: Form of Degree Appendix (including Schedule D-1, Degree Program Specifications Form);
- (f) Attachment D-1: iMBA Degree Appendix (including Schedule D: iMBA Degree Program Specifications Form as of March 2017);

- (g) Attachment D-2: MCS Degree Appendix (including Schedule D-2: MCS Degree Program Specifications Form as of March 2017);
 - (h) Attachment D-3: iMSA Degree Appendix (including Schedule D-3: iMSA Degree Program Specifications Form as of March 2017);
 - (i) Exhibit A: State of Illinois Certifications; and
 - (j) Partner Agreement.
- 1.2. The Parties agree that the incorporation by reference of the terms and conditions of the Partner Agreement into this Agreement is subject to the exceptions contained herein. In the event that the terms of the Partner Agreement conflict with the terms of this Agreement, this Agreement shall prevail.
2. **Definitions.** In addition to those definitions set forth elsewhere in this Agreement or contained in the incorporated terms of the Partner Agreement, the following capitalized terms shall have the meanings set forth below:
- 2.1. "**Degree Course**" means a Course created by or on behalf of Partner, and offered on the Coursera Platform as part of a Degree Program.
 - 2.2. "**Degree Appendix**" means the written description of a Degree Program to be mutually agreed to in writing by the Parties, in a form substantially similar to that attached as Attachment D, or via other writing mutually acceptable to the parties.
 - 2.3. "**Degree Program**" means an online degree-granting program offered by or on behalf of the Illinois on the Coursera Platform, as more fully described in this Agreement and the applicable Degree Appendix.
 - 2.4. "**Degree Student**" means a Learner who has been accepted by Illinois into a Degree Program and is a candidate for the applicable degree.
 - 2.5. "**Launch**" or "**Degree Launch**" means the first day when Degree Students are admitted to the applicable Degree Program, except that the Degree Launch for the iMBA Degree Program and the MCS Degree Program is the Effective Date.
 - 2.6. "**Nondegree Student**" means a Learner who is enrolled in a Degree Course for Illinois credit, without having been accepted into any Illinois degree program, either on-campus or online.
 - 2.7. "**Registered Student**" means a Degree Student; a Nondegree Student; or any other matriculated Illinois student enrolled in a Degree Course for credit.
 - 2.8. "**Degree Specialization**" means a Specialization where at least one of the Courses in the Specialization are Open Content (as defined in Attachment A, Section 1(e)).
3. **Additional Obligations of the Parties.**
- 3.1. **Degree Program Elements.** Additional obligations of the Parties related to Degree

Programs are set forth in Attachment A and the relevant Degree Appendix, and any changes to such obligations will require an amendment to this Agreement.

- 3.2. **Degree Program Operations.** The respective obligations of the Parties related to Degree Program operational matters are set forth in Attachment B and the relevant Degree Appendix, and any changes to such obligations will require an amendment to this Agreement.
- 3.3. **Degree Program Ecosystem Roadmap.** The obligations of Coursera regarding the development and achievement dates of mutually agreed Platform features for the Degree Program ecosystem (“*Roadmap*”) are set forth in Attachment C, and any changes to such obligations will require an amendment to this Agreement.
- 3.4. **Degree Appendixes.** The Parties may, as mutually agreeable during the Term (as defined below) of this Agreement, Launch new Degree Programs by executing a Degree Appendix, which shall become an amendment to this Agreement upon execution. The Parties agree to concurrently execute this Agreement and Degree Appendixes for the iMBA Degree Program and the MCS Degree Program. The Parties agree that a Degree Appendix may be terminated separately from this Agreement, in accordance with the terms of this Agreement

4. **Term and Termination.**

- 4.1. **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period ending on August 15, 2018, unless earlier terminated in accordance with the terms of this Agreement (the “*Initial Term*”). At the end of the Initial Term, subject to approval from the State of Illinois, this Agreement may renew for a first renewal period starting August 16, 2018 and ending August 15, 2020 and, if renewed for the first renewal period, a second renewal period starting August 16, 2020 and ending August 15, 2022 (each a “*Renewal Term*”, and the Initial Term and any Renewal Terms together the “*Term*”). Each renewal under this Section 4.1 shall require an amendment to this Agreement. At the end of the Initial Term and, if applicable, at the end of the first Renewal Term, if Illinois can in good faith support that the services to be provided by Coursera (as anticipated under a proposed renewal or a proposed agreement substantially similar to this Agreement) continue to meet the requirements of a sole source purchase under Illinois law, Illinois shall use best efforts to secure approval from the State of Illinois to enter into such an agreement.
- 4.2. **Termination.** The Parties agree that this Agreement or any Degree Appendix may only be terminated with written notice: (a) in accordance with the termination for cause provisions set out in Section 11.2(a) of the Partner Agreement; or (b) in the event Illinois receives written communication from a legally recognized authority that directly or effectively requires termination of this Agreement in order to achieve or maintain favorable accreditation status for the University of Illinois at Urbana-Champaign or any Illinois academic programs.

4.3. Effects of Termination.

- 4.3.1. In the event of expiration or termination of this Agreement or a Degree Appendix, the Parties agree to limit admission to any terminating Degree Programs for the Wind Down Period (as defined below) to Nondegree Students who are reasonably able to complete the Degree Program in the same period of time or less as the latest admitted cohort to the applicable Degree Program. The Parties agree that expiration or termination of a Degree Appendix shall not terminate this Agreement or any other Degree Appendixes then in effect. However, termination of this Agreement shall terminate any and all Degree Appendixes then in effect, subject to Section 5 below. Degree Students already admitted at the time of expiration or termination, or those later admitted under this Section 4.3.1 are "**Existing Students**" for the purposes of this Agreement.
- 4.3.2. The Parties agree that the last sentence of Section 11.2(c) of the Partner Agreement shall not be incorporated into this Agreement. For the avoidance of doubt, in the event of termination of this Agreement or any Degree Appendix in accordance with the terms of this Agreement, payments of revenue share by Illinois to Coursera shall continue to be due and payable in accordance with Attachment A in respect of: (a) the semester in which such termination occurred; and (b) those Existing Students continuing to pay tuition for their continued participation in applicable Degree Courses on the Platform during the Wind Down Period.

5. Wind Down Period.

- 5.1. In the event of expiry or termination of this Agreement or a Degree Appendix, the Parties agree that, as long as such extension is permitted by law, Existing Students will be given the opportunity to complete the applicable Degree Program during the period described in this Section 5 (the "**Wind Down Period.**"). The Wind Down Period will commence on the effective date of expiration or termination and continue for a period no less than the Degree Duration, as set forth in applicable Degree Appendix for the latest admitted cohort to complete the Degree Program. The Parties may extend the Wind Down Period further than required herein upon mutual agreement. All obligations of the parties under this Agreement required to ensure that Existing Students receive the same quality of service from the parties during the Wind Down Period as prior to termination shall survive during the Wind Down Period, including but not limited to the following: (a) Coursera shall ensure that the functionality and performance of the Coursera Platform during the Wind Down Period is not diminished from the functionality and performance Coursera was required to provide previously; and (b) Illinois shall ensure that the availability and quality of its obligations and responsibilities (as described herein) during the Wind Down Period are not diminished from the availability and quality Illinois was required to provide previously. In the event of a termination for cause, Coursera will provide all reasonable assistance (including providing any necessary tools and utilities to extract data), to effect a full and orderly transition to Illinois or to another platform provider designated by Illinois, including but not limited to furnishing any new provider with any information or documentation reasonably required by Illinois, and

Coursera shall cooperate with University to ensure that each Existing Student who so desires to complete their degree is able to do so.

- 5.2. The obligations of this Section 5 shall cease in the event all Existing Students have completed or withdrawn from the applicable Degree Program.
6. **Compliance with Law.** Each Party shall perform its obligations under this Agreement in a manner that complies with all applicable laws and regulations in force during the Term and shall not cause the other Party to breach any applicable laws or regulations in force during the Term.
 - 6.1. If the Parties disagree as to what compliance efforts are required under law and one Party's acts or omissions may create legal risk to the other Party, the Parties will confer and seek a mutually agreeable compliance plan.
 - 6.2. In the event that a Degree Program or specific Degree Course Content is forbidden by law or regulation from being offered to certain locations or individuals, the Parties will work together to identify any such restrictions prior to the enrollment of Registered Students who would be affected by such legal prohibitions, and to notify any such affected Registered Students of such restrictions. The Parties mutually agree that Coursera may block such individuals and/or regions from access to the applicable Degree Program or Degree Course Content. To the degree permitted by law, Parties will cooperate to enable any Registered Students who are Degree Students to finish the applicable Degree Courses, or to find other solutions to ameliorate the impact upon such Degree Students, including, but not limited to, possible refunds of the relevant tuition, including applicable revenue shares.
 - 6.3. If Illinois is required under law to produce a university or state record that is in Coursera's possession, upon receiving notice of such requirement, Coursera will promptly cooperate with Illinois in providing such records.
 - 6.4. Coursera must make best efforts to ensure that products provided under this Agreement conform to the W3C Web Content Accessibility Guidelines, version 2.0 (WCAG 2.0) at conformance levels A and AA. In the event Coursera becomes aware that its Platform or other systems or services under this Agreement, including third party products, do not conform to WCAG 2.0 A and AA, Coursera must promptly advise University in writing of such nonconformance and provide to Illinois a conformance plan ("**Conformance Plan**"), including a timeline for such conformance, which will be achieved no later than six (6) months from the date of notice. Coursera agrees to promptly respond to and work cooperatively with Illinois to address and/or resolve any complaint regarding accessibility of the Coursera products or services provided by Coursera under this Agreement.
7. **Privacy, Data Sharing and Data Security.** To the extent that either Party collects, provides, transfers, accesses, controls, or processes data (including but not limited to personally identifiable information, individual-level student data, and program-level data) in the performance of its obligations under this Agreement, the following provisions shall apply.

- 7.1. Personally identifiable data of Degree Students and other Registered Students enrolled in Degree Courses for credit (together, "**Illinois Student Data**") will be governed by the most protective of the following: (a) University of Illinois privacy policies (https://www.vpaa.uillinois.edu/resources/web_privacy); (b) Coursera privacy policies (<https://www.coursera.org/about/privacy>); (c) Illinois student privacy guidelines in the Illinois Student Code, Article 3, Part 6 (starting at http://studentcode.illinois.edu/article3_part6_3-601.html) and <https://registrar.illinois.edu/ferpa>; and (d) applicable state, federal, and international laws. Technologies and other methods utilized to communicate or transfer Illinois Student Data may be subject to Illinois approval as to the security methods utilized.
- 7.2. Both parties acknowledge and agree that Coursera will be granted access to Illinois Student Data as required to perform its obligations under this Agreement. Additional detail on how data will be shared is provided in Attachment B (Degree Program Operating Model).
- 7.3. Necessary information on Registered Student progress and performance in Degree Courses will be available to individuals authorized by each Party, as set forth in the applicable Degree Appendix or Degree Specifications Document. Parties agree that only individuals with a business need to access such information under this Agreement or the applicable Degree Appendix will be granted access to Illinois Student Data.
- 7.4. Degree Program data that includes personally identifiable information of individual Registered Students will be considered Illinois Student Data under this Section 7. Coursera will consult Illinois and obtain consent before sharing Degree Program data or aggregated or anonymized Registered Student Data with third parties, except in cases where Illinois has previously made the same data publically available. In the event that Degree Program data or aggregated or anonymized Registered Student Data is required by law to be disclosed by either Party, the consent requirement is waived, provided that sufficient notice is given to the other Party to obtain protective or other orders with regard to such data (where such notice is not prohibited by law).
- 7.5. Parties shall cooperate to provide notice to Registered Students of any changes to the privacy policies or guidelines described in Section 7.1 above, or any modifications to any terms of service applicable to Registered Students.
- 7.6. Except as otherwise specifically provided for in this Agreement, Coursera agrees that Illinois Student Data will not be shared, sold, or licensed with any third party, with the exception of Coursera sub-contractors, without the express approval of Illinois. Illinois Student Data is to be considered Confidential Information of Illinois. Coursera shall be responsible for any acts or omissions of its sub-contractors with regard to the security and privacy of Illinois Student Data.
- 7.7. Coursera agrees to notify the University when any Coursera system that may access, process, or store Illinois Student Data is subject to unintended access, where unintended access includes compromise by a computer worm, search engine web crawler, password compromise or access by an unauthorized individual or

automated program (“***Unintended Access***”). Each Party agrees to notify the other if the Party believes that shared data systems or transmission methods between the Parties have been potentially or actually compromised as a result of Unintended Access. Notification under this Section 7.7 shall occur within twenty-four (24) hours of the discovery of the potential or actual compromise by providing notice via email to security@illinois.edu or legal-notices@coursera.org, as applicable.

- 7.8. Each Party agrees that any transfer of Illinois Student Data between the Parties will take place using encrypted protocols.
 - 7.9. Each Party certifies that all data backups of Illinois Student Data will be stored and maintained in an encrypted format using at least a 128 bit key.
 - 7.10. The University reserves the right to require Coursera to provide the results of an audit of security policies, practices, and procedures on an annual basis. This audit must be performed by a third party approved by the University.
8. **University Policies.** Coursera shall provide commercially reasonable assistance to University in its enforcement of any University policies and procedures that apply to Registered Students. To the extent it becomes aware of any Registered Student disciplinary matters, Coursera shall notify Illinois prior to taking any action.
- 8.1. With immediate written notice to the appropriate Illinois contact as set forth in the applicable Degree Specifications Document, Coursera may temporarily block a Registered Student’s access to the Platform in the event that Coursera determines that the Registered Student’s actions present an immediate danger to Coursera’s Platform or systems, or to any third party, but University may petition Coursera to reinstate such Registered Student access to the Platform after such Registered Student has been evaluated by the appropriate Illinois disciplinary authorities and found to not pose a threat; or in the case that University is required to permit the Registered Student to continue his or her Degree Program studies or Degree Course(s) under the law or University policies and procedures, Coursera will work with University to allow such Student access while protecting Platform and third parties.
 - 8.2. In the case of any conflict between the Coursera end user legal agreements and University policies as applied to Registered Students who are utilizing the Platform as Registered Students, University policies will control to the extent they are more protective of Registered Students.
9. **Steering Committees.** Each Party shall designate representatives to the following committees:
- 9.1. Program Review Committee. Each Party shall select and identify to the other Party no more than three (3) representatives to the Program Review Committee, who will meet regularly during the Term to monitor progress and performance under this Agreement (including Roadmap delivery and acceptance, following the process described in Schedule C-1); and

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- 9.2. Executive Committee: Each Party shall select and identify to the other Party no more than three (3) representatives from each Party, including the Chief Business Officer of Coursera and the Vice Provost for Undergraduate Education and Innovation of Illinois as the two most senior decision-makers. In the event of a vacancy, each Party may select a replacement representative of equivalent rank.
10. **Dispute Resolution.** In the event of any dispute arising out of or related to this Agreement (including but not limited to a dispute related to the Roadmap or testing of Roadmap features), either Party may notify the other, setting out details of the dispute in question and requesting that the Program Review Committee promptly meet to try to resolve the dispute. Each party may include legal counsel in an ex-officio capacity in meetings under this Section 10.
 - 10.1. If the Program Review Committee is unable to resolve such dispute within ten (10) business days from notice, the Program Review Committee shall refer the dispute to the Executive Committee, who shall meet within five (5) business days of referral of the dispute to attempt to reach a mutually agreeable resolution of the dispute within ten (10) business days of such meeting.
 - 10.2. If the Executive Committee is unable to resolve a dispute under Section 10.1, either Party may choose, at such Party's sole election and discretion, to pursue any and all legal remedies available.
 - 10.3. The Partner Agreement Section 12.10 is explicitly not incorporated into this Agreement.

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

Coursera, Inc.
"Coursera"

By: Nikhil Sinha

Printed Name: NIKHIL SINHA
Title: CHIEF BUSINESS OFFICER
Date: MARCH 29, 2017



The Board of Trustees of the University of Illinois, on behalf of its Urbana campus
"Illinois"

By: Bradley W. Henson
Walter K. Knorr

Printed Name: Walter K. Knorr
Title: Comptroller
Date: Bradley W Henson
Director, Purchasing Division
2017.04.07 16:02:04 -05'00'

ATTACHMENT A

DEGREE PROGRAM ELEMENTS

1. CORE COLLABORATION

- a. The Parties agree that for each Degree Course, the Parties will: (i) ensure that each Degree Course meets the Course Content requirements described in Section 1 of the Partner Agreement, except that Degree Course specifications will be maintained as part of the relevant Degree Specifications Document, as described below, rather than in a separate Course Specifications Document; and (ii) provide specific Degree Program information in the relevant Degree Specifications Document. The Parties agree that a Degree Specifications Document will be included as a Schedule attached to the relevant Degree Appendix and may be separately modified by the Parties' mutual consent in writing during the applicable Degree Duration (as set forth in the applicable Degree Appendix). Additional obligations related to Course Content and Degree Programs are set forth in Attachments A, B, and C, and supplemented by the applicable Degree Appendix, with any changes to such requirements and obligations requiring the mutual consent of the Parties.
- b. For each Degree Program, Illinois shall create or provide all Degree Program Course Content, and define all associated academic and student services. Illinois shall, in its sole discretion, determine eligibility criteria, admissions requirements, and degree-granting requirements for each Degree Program. Except as permitted under this Attachment A, Sections 1(b), 1(c) and 1(d), if such Degree Program is Launched, Coursera shall be the exclusive technology and platform supplier for all Degree Course Content, activities, assignments, course teaching and course administration functions whose use is required in Degree Courses, and shall in its sole discretion select and determine what third party products or services it will incorporate into its Platform. If Illinois requires certain functionality not then offered on the Coursera Platform whose use will be mandatory for students in its Degree Courses, Illinois may offer its own or third party systems or services for such functionality separate from the Coursera Platform (each, a "**Non-Coursera Element**"), provided that: (i) Illinois gives written notice to Coursera at least thirty (30) days prior to the first day of the semester in which Illinois requires the addition of such functionality, with such notice to include the needed timeline; (ii) Coursera does not provide or incorporate such functionality into its Platform on the schedule requested by Illinois; and (iii) Coursera is not required to provide support to Registered Students for any Non-Coursera Elements, except to refer Registered Students and any helpdesk tickets, complaints or issues to Illinois, for which Illinois will be solely responsible for resolution.
- c. The Parties agree to transition the iMBA Degree Program fully to the Coursera Platform by the semester beginning in January 2018, provided that the Program Review Committee determines no later than October 23, 2017 that (i) all Roadmap items marked as "Required for iMBA Transition" ("**Test Features**") as set forth in Attachment C have been delivered and successfully tested, and (ii) at least one Degree Course utilizing all Test Features ("**Field Test**") has been offered in which the Test Features function as required. The Program Review Committee may consider Registered Student satisfaction with relevant platform features and

operation as determined from student survey responses and other feedback in determining whether Test Features function as required under (ii) above. Illinois acknowledges and agrees that all iMBA Degree Program Course Content will be loaded onto the Coursera Platform no later than October 23, 2017. The Parties agree to conduct a first Field Test in Summer semester of 2017 and a second Field Test in Fall semester of 2017, and that only Courses utilizing all Test Features will be eligible for the Fall semester 2017 Field Test. If the Program Review Committee should determine that conditions stated in this Section for transitioning the iMBA fully to the Coursera Platform in January 2018 have not been met, then the iMBA shall be transitioned to the Coursera Platform no later than the beginning of the first academic term which begins at least eight weeks after the conditions are met. In the event that the iMBA Degree Program is not transitioned to the Coursera Platform by January 1, 2018, the Parties agree to work collaboratively to define Coursera and Illinois roles in providing student and faculty services for the iMBA Degree Program for the period beginning January 1, 2018 and ending when the iMBA Degree Program is transitioned fully to the Coursera Platform (**"Interim Service Plan"**). Any such Interim Service Plan shall be arranged by mutual agreement between the Parties and shall not require an Amendment to this Agreement.

- d. The Parties agree that if a Master of Science in Accountancy ("iMSA") is Launched as a Degree Program and offers its first courses to Degree Students in the Fall semester of 2017, the iMSA will be offered on the Coursera Platform in accordance with Attachment A, Section 1(b), provided that Coursera delivers the "Required for iMSA Launch" features ("Required for IMSA Launch Features") listed in Attachment C on the schedule set forth in Attachment C. If Coursera does not deliver the Required for iMSA Launch Features by the dates specified in Attachment C, some Degree Course Content, activities, assignments, course teaching and course administration functions for the iMSA may be offered on a platform provided by Illinois until the first semester beginning at least four (4) weeks after Coursera delivers such remaining features.
- e. Illinois shall:
 - i. Support a number of non-credit Courses and Specializations related to and constituting content within a Degree Program (**"Open Content"**) during the time the applicable Degree Program is active, including any Wind Down Period. Enrollment in and availability of Open Content shall be governed by the Partner Agreement.
 - ii. Plan and offer Degree Program Course Content on a schedule and with sufficient frequency as to ensure that any newly enrolled Degree Student in a Degree Program is able to, with adequate effort and planning, complete the applicable Degree Program within the Degree Duration set forth in the applicable Degree Appendix.

2. REVENUE SHARING: CREDIT-BEARING COURSES

- a. Revenue Sharing. Tuition (less any Tuition Waivers as permitted under Section 2(c)) will be collected by Illinois for all Degree Courses and Degree Programs, and shall be shared with Coursera in the percentages set forth below.
 - i. iMBA Degree Program. Contingent on the Roadmap being completed as set forth in Attachment C, tuition revenue share for the iMBA Degree Program will be [REDACTED] to Illinois and [REDACTED] to Coursera from Degree Launch through Spring Semester 2018; and 60% to Illinois and 40% to Coursera beginning Summer 2018, and continuing for the duration of the iMBA Degree Program.
 - ii. MCS Degree Program. Contingent on the Roadmap being completed as set forth in Attachment C, tuition revenue share for the MCS Degree Program will be [REDACTED] to Illinois and [REDACTED] to Coursera from Degree Launch through Fall Semester 2017; and 60% to Illinois and 40% to Coursera beginning Spring 2018, and continuing for the duration of the MCS Degree Program.
 - iii. Effect of Roadmap on Revenue Share. If Coursera does not complete the Roadmap as set forth in Attachment C, tuition revenue Share for the iMBA and MCS Degree Courses will be [REDACTED] to Illinois and [REDACTED] to Coursera through the semester in which the Roadmap is complete, after which the revenue share will increase to 60% to Illinois and 40% to Coursera.
 - iv. Revenue Share for Future Degree Programs. Degree Course tuition for all subsequent Degree Programs will be split with a revenue share of 60% to Illinois and 40% to Coursera.
 - v. Other Revenue Shares. If Illinois chooses to permit students from other Illinois degree programs to enroll in Degree Courses for credit, Coursera will receive for each such Registered Student an amount equal to what it would have received if the additional students were Degree Students.
- b. Revenue Share Commitment. During the Term of this Agreement, Coursera shall not enter into agreements with any other university to offer degree programs substantially similar to the Degree Programs with revenue share percentages more favorable to such other university than those granted to Illinois herein.
- c. Reporting. Illinois will deliver written reports ("Revenue Reports") to Coursera on a course by course basis, describing tuition revenues from Degree Program courses, net of full or partial waivers ("Tuition Waivers"), to Coursera within thirty (30) days of the last day of each semester ("Reporting Date"). Each report shall be in a format acceptable to Coursera and shall include a listing of any Tuition Waivers granted during the respective reporting period. Tuition Waivers shall be limited to: (a) waivers required by law or Illinois policies; and (b) tuition waivers agreed in advance by Coursera.

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- d. Payment. Coursera will submit an invoice to Illinois for its applicable revenue share after receipt of revenue reports from Illinois. Illinois shall pay the Coursera invoice within forty-five (45) days of receipt.
- e. Record Keeping. Each Party will maintain (and, subject to applicable law, provide to the other Party upon request), relevant business, technical and accounting records: (i) to support any reports delivered; and to demonstrate compliance with performance of its obligations under this Agreement, for not less than the greater of: (a) three (3) years following the Term and the end of any Wind Down Period, if applicable; or (b) such period for which Illinois is required by law to maintain records. All accounting records will be maintained in accordance with generally accepted accounting principles.
- f. Audit. Upon a Party's written notice and no more than once in any twelve (12) month period during the Agreement Term, such Party may engage independent third party auditors (who must enter into the appropriate confidentiality agreements) to audit the other Party's compliance with its obligations under the Agreement. Any audit under this Subsection 2(f) will be at the auditing party's own cost and expense unless there is a resulting audit finding that is not *de minimis*, in which case the audited Party will pay the costs and expenses. A Party being audited as allowed under the Agreement shall provide the auditors engaged by the auditing Party access at reasonable times so as to minimize business interruption, at the primary place of business of the Party being audited, to systems, data and business, and technical and accounting records relating to the obligations of the Party being audited. The Party being audited as allowed under the Agreement shall provide full cooperation in such audit, including by designating a contact individual to support the audit and, if required by the auditing Party, promptly making commercially reasonable efforts to secure the rights for the auditing Party to directly request from any subcontractor used by the Party being audited, and for such subcontractor to promptly provide to the auditing Party, access to such systems, data and records relating to the work performed by such subcontractors. Additional audit obligations are as set forth in Exhibit A (Certifications), Section 34.

3. REVENUE SHARING: NON-CREDIT COURSES. The revenue share for all Open Content offered by Illinois on the Coursera Platform will be governed by the Partner Agreement.

4. CONTENT USAGE AND EXCLUSIVITY

- a. Commencing on the Effective Date and ending on June 1, 2018, no Masters of Business Administration degrees or Master of Computer Science degrees in Data Science, other than the Illinois Degree Programs, will be Launched on the Coursera Platform.
- b. Ownership of intellectual property rights in the Degree Program Course Content shall be governed by terms of the Partner Agreement. The Parties acknowledge and agree that enhancements and services related to the delivery of Degree Program Course Content on the Coursera Platform are native to and cannot be transferred off the Platform.

- c. Illinois is permitted to utilize Degree Course Content for any and all Illinois instructional purposes, and to permit the instructors who develop such Degree Course Content to utilize such Course Content for their instructional and other limited uses, except as set forth in Section 4(d) below.
- d. During the Term, Illinois must obtain Coursera's explicit written consent prior to using a third-party platform that Coursera may reasonably assert is competitive with Coursera, to offer any of: (i) an online degree substantially similar to a Degree Program; (ii) a sequence of courses substantially similar to a Degree Specialization; or (iii) a credit-bearing online course substantially similar to any Degree Course. Notwithstanding the above restrictions, Illinois may, at its own discretion and potentially in partnership with a third party or on a third party platform, offer a degree program substantially similar to a Degree Program, which may additionally include online courses substantially similar to Degree Courses, as long as the degree program blends asynchronous online instruction with face-to-face or live online instruction, has substantial portions of the content in a language other than English, and is primarily marketed in a country other than the United States ("**Noncompetitive Program**"). If Illinois anticipates providing any Noncompetitive Program, Illinois shall notify Coursera in writing at least sixty (60) days prior to the first public announcement of such program.

5. CONTENT PRODUCTION, QUALITY, AND MONITORING

- a. Launch Requirements. To enable Illinois to receive, for all Degree Program Course Content, support comparable to that offered by Coursera to other strategically important content hosted on its Platform, Illinois agrees to adhere to the Course Content requirements described below, in addition to those outlined in the Partner Agreement.
 - i. Coursera will review and give feedback on each Degree Course within a Degree Program prior to and during Degree Course development and production.
 - ii. Illinois will make a good-faith effort to load completed Degree Program Course Content on the Platform for each Course four (4) weeks before the start of such Degree Course by Degree Students, to allow time for full quality assurance and beta-testing by the Parties.
 - iii. Degree Program Course Content must abide by Illinois standards for online pedagogy and accessibility.
 - iv. Illinois will make a good faith effort to load completed Course Content within a Degree Specialization within four (4) weeks of the launch of the previous Course in such Degree Specialization.
- b. Quality. Illinois and Coursera shall review feedback at least quarterly, using student ratings, survey feedback, and other available indicators. If the Parties mutually determine that significant instructional or Course Content quality issues exist, Illinois agrees to address the issues prior to the next time the Degree Course is offered for

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credit. If student feedback indicates quality issues related to Coursera obligations, Coursera agrees to address the issues prior to the next time the Degree Course is offered for credit.

- c. Minor content improvements. On an ongoing basis, Illinois shall address minor Course Content errors within thirty (30) days of becoming aware of such errors or within a mutually agreed-upon time period.

6. ADMISSIONS

- a. Illinois is solely responsible for establishing admissions criteria and for granting admission to Registered Students.
- b. With exceptions made at Illinois's sole discretion, successful applicants to graduate or professional Degree Programs, and individuals applying to take graduate or professional Degree Courses as Nondegree Students, will typically meet minimum admissions requirements of the Graduate College of the University of Illinois at Urbana-Champaign as described at <http://www.grad.illinois.edu/admissions/apply/requirements>, and each Degree Program may have additional admissions criteria as set forth in the corresponding Degree Appendix.

7. MARKETING RESPONSIBILITIES

- a. Coursera will market Degree Programs to potential applicants, using methods to be determined by Coursera and content that has been approved by Illinois. Such methods may include, but are not limited to: promoting Open Content on the Coursera Platform; e-mail campaigns; a Platform Degree Program page; strategic partnerships; and paid marketing. Coursera will cease any specific promotional or marketing activities at the request of Illinois, where Illinois, at its reasonable discretion, determines that such activities present legal or reputational risk to Illinois or any Degree Program.
- b. Coursera shall obtain consent from Illinois prior to the release of any Coursera publications, emails, website contents or other communications used to market any Degree Program.
 - i. For student recruitment communications and other general marketing activities, Illinois will pre-approve a set of messages for each Degree Program several times each year, according to the needs of the specific Degree Program.
- c. Updates to official Degree Program description pages hosted on Coursera and Illinois websites shall be submitted to and approved in writing by appropriate Illinois officials, as set forth in the relevant Degree Appendix or Degree Specifications Document, prior to release.

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- d. Illinois marketing activities may include, but need not be limited to, a Degree Program web site, social media campaigns, email campaigns, and cultivation of business partnerships.
- e. Coursera and Illinois will jointly develop and execute public relations and marketing plans for the Degree Programs, and neither Party will solicit major press coverage without notifying and obtaining the consent of the other Party.
- f. All marketing efforts of the Parties related to a Degree Program will cease upon the termination of the Agreement or the applicable Degree Appendix.

8. ADDITIONAL DEGREE PROGRAMS

- a. This Agreement does not obligate either Party to enter into any Degree Appendix, with the exception of the Degree Appendix Attachments D-1, D-2 and D-3 to this Agreement.
- b. Any additional Degree Programs shall be governed by a Degree Appendix, to be mutually agreed in writing and executed by the Parties prior to the commencement of any activities of the Parties directly related to creating Degree Course content or directly supporting a Degree Program Launch.

9. OPEN CONTENT

- a. A portion of each Degree Program's Course Content will be offered as Open Content as set forth in this Attachment A, Section 1(e).
- b. Learner's satisfactory completion of Open Content will qualify towards completion of a portion of the corresponding Degree Course, subject to terms and conditions that Illinois will provide in advance to Coursera in writing and that may be provided to Learners by either Party.

10. RESPONSIBILITIES FOR CORE SERVICES

- a. Overall operating obligations, and the Parties' respective responsibilities for each, are outlined in Attachment B (Degree Program Operating Model), which includes technical platform support and details on sharing data.
- b. Coursera shall bear all costs related to third party software and services Coursera deems required to comply with its obligations under Attachment C (Degree Program Ecosystem Roadmap).
- c. Coursera will provide support for Registered Students and Illinois staff using the applicable tools which are or will be available on the Coursera Platform.

11. EXTERNAL PARTNERSHIPS

- a. Illinois and Coursera will make commercially reasonable efforts to identify additional business partnerships which may be beneficial to the development of the Degree

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- Programs and may enter into such partnerships if they are mutually agreeable to the Parties.
- b. If either Party identifies a business that wishes to use the Coursera Platform to access Degree Programs or Degree Courses as an enterprise customer, Illinois and Coursera will negotiate in good faith to develop mutually agreeable revenue share and other terms applicable to such business relationship.

ATTACHMENT B
DEGREE PROGRAM OPERATING MODEL

1. MARKETING, RECRUITMENT, AND ADMISSIONS

- a. Coursera Obligations. Coursera will:
 - i. Identify potential applicants to Degree Programs (“**Leads**”) based on Learner activities on the Coursera Platform and other information in the possession of Coursera; direct such Leads to complete a form wherein the individuals can express their interest in the Degree Program via the Coursera Platform (“**EoI Submitters**”); host and maintain an applicant community to guide Leads to submit applications;
 - ii. Encourage qualified EoI Submitters, utilizing qualification criteria provided by Illinois, to submit Degree Program applications;
 - iii. At the end of each application cycle, report on various marketing and recruitment activities and their results, and make proposals for future cycles.
- b. Illinois Obligations. Illinois will:
 - i. Generate Leads based on user activities on the University of Illinois website and attempt to convert such Leads to EoI Submitters for applicable Degree Programs;
 - ii. Provide at least 4 hours per week per active Degree Program for: (1) daily monitoring and answering questions from the applicant community, and (2) providing additional support or advice to Degree Program applicants as needed; and
 - iii. Manage applications and make admissions decisions.
- c. Joint Obligations. The Parties will jointly co-develop and commit to a mutually agreeable operating plan and timeline for recruitment activities prior to each admissions cycle for each Degree Program.

2. ONBOARDING PRIOR TO EACH NEW COHORT / SEMESTER

- a. Illinois Obligations. Illinois will communicate relevant Degree Program and Illinois policy and procedure information to new Degree Students.
- b. Joint Obligations. The Parties will jointly:
 - i. At least two (2) weeks prior to the first day of class each semester, develop or revise, as applicable, the student onboarding process for each Degree

Program, including but not limited to providing details to new Degree Students on costs, academic expectations, and Degree Program structure;

- ii. Create a plan to adhere to the mutually agreed-upon Student Services Model documented in the Degree Appendix for each Degree Program, and train applicable Illinois and Coursera staff (“**Staff**”) on such plan as needed prior to each new semester and/or cohort; and
- iii. Train Staff on relevant Illinois policies, applicable state and federal laws and the obligations under this Agreement for which such Staff members are responsible.

3. STUDENT SUPPORT IN ACTIVE DEGREE COURSES

a. Coursera Obligations. Coursera will:

- i. Review student progress in Degree Courses and provide Illinois-approved communications or referrals to at-risk Degree Students, as set forth in the applicable Degree Appendix;
- ii. Notify Illinois of and defer to Illinois on all academic and administrative matters not specifically set forth in this Agreement but normally provided to students by Illinois, including but not limited to registration, financial aid, and student discipline;
- iii. Provide reasonable assistance to Illinois in disciplinary and administrative matters; and
- iv. Provide technical support related to the Degree Program website and Platform tools.

b. Illinois Obligations. Illinois will:

- i. Provide high quality academic support services, and encourage overall academic success and retention of all Degree Students;
- ii. Ensure appropriate academic staffing (instructors, TAs, administrative support) for each Degree Course;
- iii. Monitor all Degree Course forums and other Degree Course communications methods on Platform at least once per business day to address student academic and Degree Program questions;
- iv. Provide needed tutoring, academic assistance and advising services to Degree Students, and appropriately refer at-risk Degree Students for academic support or counseling consistent with Illinois policies and procedures;

- v. Enforce the Illinois Student Code or other Illinois academic and student conduct policies, addressing suspected violations by Registered Students, and conducting related investigations as necessary;
 - vi. Update and maintain information related to Degree Student enrollment and status for all Degree Programs and Degree Courses on a mutually agreeable schedule (including but not limited to information about Degree Students who have requested to drop or have dropped Degree Courses, Degree Students who have withdrawn from a Degree Program, and Students who have been granted deferred admission to the Degree Program); and
 - vii. Provide academic facilitation and technical support utilizing applicable Platform or third-party tools.
- c. Joint Obligations. The Parties will jointly provide methods to resolve or otherwise adequately address all student concerns communicated via the Coursera help desk, Degree Course forums, or via Degree Student email to Coursera in a timely matter, with specific requirements as set forth in the applicable Degree Appendix.

4. ALUMNI AND CAREER SERVICES

- a. Coursera Obligations. Coursera will provide Degree Program alumni access to Coursera alumni community resources once implemented.
- b. Illinois Obligations. Illinois will provide career services appropriate to each Degree Program to Degree Students and Degree Program alumni as consistent with its policies and procedures.
- c. Additional alumni obligations for each Degree Program may also be described in the corresponding Degree Appendix.

5. TECHNICAL AND PLATFORM SUPPORT PROVIDED BY COURSERA

- a. Overall. Coursera will provide high quality technical and platform support to Degree Program applicants and Degree Students. Coursera will meet its obligations for building the Roadmap under Attachment C and will update Illinois on a mutually agreeable schedule as to Roadmap progress and future developments and improvements to Coursera Platform and services.
- b. Marketing, Recruitment, and Admissions. Coursera will:
 - i. Build, maintain, and host a single Illinois-approved EoI Form for each Degree Program accessible to applicants from both the Illinois and the Coursera Degree Program websites;
 - ii. Manage the technical aspects of the expression of interest process for each Degree Program; and
 - iii. Enable and support data system automation as set forth in the Roadmap.

- c. Onboarding. Coursera will, prior to each new cohort/semester, onboard Illinois faculty, staff and students to the Coursera Platform, including but not limited to providing appropriate training and resources for Platform use.
- d. Degree Student Support. Coursera will:
 - i. Review Degree Student requests for assistance through the Coursera help desk website or via email daily on business days and assign requests to appropriate responders from Coursera or Illinois;
 - ii. Provide technical and platform support, 24 hours a day, 7 days a week; and
 - iii. Provide additional help desk support to ensure that any Degree Student ticket matter has been adequately resolved or otherwise handled and that the status or resolution has been communicated to the Degree Student submitting the request.

6. DATA SHARING

- a. Coursera Obligations. Coursera will:
 - i. Make the necessary information on Degree Student progress and performance on the Coursera Platform available to Illinois;
 - ii. Transfer a list of new EoL Submitters, including data from submitted EoL Forms, to Illinois on a daily basis on business days, and automate such transfer on a schedule as set forth in the Roadmap;
 - iii. Update Degree Course grade information daily (on business days); and
 - iv. Provide weekly reports on help desk activity, organized by Degree Program or using other mutually agreed upon categorization.
- b. Illinois Obligations. Illinois will:
 - i. Share cumulative number of applications submitted, offers to enroll, accepted Degree Students who have paid their deposit, and accepted students who have declined an offer to enroll (weekly when Degree Program applications are open, daily as possible via automation);
 - ii. Share lists of started, opened and submitted applications, including dates last accessed, and application submission dates (daily, when Degree Program applications are open); and
 - iii. Update and share Degree Course enrollment information described in Section 3.b.vi above.

ATTACHMENT C
DEGREE PROGRAM ECOSYSTEM ROADMAP

Each category contained in the following table sets forth the requested functionality (“**Goal**”) and the Coursera Platform feature (“**Coursera Platform Feature**”) which Coursera will implement to provide that functionality, with the indicated implementation date (“**Implementation Date**”) of the applicable Platform feature. There may be opportunities for early access or feedback prior to launch. Implementation date goals are approximate, but all features listed below must be completed and approved by Illinois (such approval not to be unreasonably withheld or delayed) prior to January 1, 2018 (“**Roadmap Deadline**”). Failure to meet the Roadmap Deadline will affect revenue share to Coursera and may delay the move to a single platform, as set forth in Attachment A,

Platform Roadmap

Goal	Coursera Platform Feature	Required for iMSA Launch	Required for MBA Transition	Implementation Date
				Complete
			X	Complete
				March 31, 2017
		X	X	June 15, 2017
				June 15, 2017
		X	X	June 15, 2017
		X	X	June 15, 2017

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X	X	June 15, 2017
		September 30, 2017
		December 31, 2017
		December 31, 2017
X	X	June 15, 2017
	X	September 30, 2017
	X	September 30, 2017
X	X	June 15, 2017
		December 31, 2017

		December 31, 2017
X	X	June 15, 2017
X	X	June 15, 2017
X	X	June 15, 2017

Marketing / Recruitment / Admissions Roadmap

Goal	Coursera Platform Feature	Implementation Date
		Complete
		December 31, 2017
		September 30, 2017
		September 30, 2017

	June 30, 2017

Onboarding Roadmap

Goal	Coursera Platform Feature	Implementation Date
		Complete
		Complete
		Complete

Career and Alumni Services Roadmap

Goal	Coursera Platform Feature	Est. Date
		December 31, 2017

Schedule C-1

Process: Contracted Degree Requirements

Parties will mutually conduct the following Platform reviews and their representatives identified below will hold timely meetings to discuss such reviews on the indicated schedule:

Review Stages	When
Roadmap Review <ul style="list-style-type: none"> • Review product roadmap of planned features for the quarter • Define scope for each project, specified as functionality that the project enables to solve a specific user need ("User Stories") • A list of User Stories ("Delivery Checklist") is reviewed to demonstrate coverage of planned features against contractually agreed capabilities 	Quarterly meetings aligned to product roadmap setting as follows: <ul style="list-style-type: none"> • For June 15 implementation: <ul style="list-style-type: none"> • Early-April • For September 30 implementation: <ul style="list-style-type: none"> • Early-July • For December 31 implementation: <ul style="list-style-type: none"> • Early-October
Functionality Review <ul style="list-style-type: none"> • Review wireframes/design prototypes for the quarter's roadmap • Confirm match between Delivery Checklist and proposed wireframes/designs • Mutually agree on which Delivery Checklist User Stories have been completed and which uncompleted User Stories are required for sign-off during the next Sign-Off Review meeting 	Quarterly meeting aligned to product roadmap setting as follows: <ul style="list-style-type: none"> • For June 15 implementation: <ul style="list-style-type: none"> • Early-May • For September 30 implementation: <ul style="list-style-type: none"> • Early-August • For December 31 implementation: <ul style="list-style-type: none"> • Early-November
Partner Feedback <ul style="list-style-type: none"> • Partner will provide written notice and feedback on any outstanding Delivery Checklist User Stories that will prevent Sign-Off ("Blocking Issues"). 	<ul style="list-style-type: none"> • At least 14 days prior to the Sign-Off Review
Sign-Off Review Meeting <ul style="list-style-type: none"> • Confirm completion of features against Delivery Checklist • Collect feedback for future enhancements and non-Blocking Issues for future product planning • Sign-off on delivered features matching against the delivery checklist 	At least 21 days after the Functionality Review, with the following expected timeline: <ul style="list-style-type: none"> • For June 15 implementation: <ul style="list-style-type: none"> • Early-June • For September 30 implementation: <ul style="list-style-type: none"> • Early-September

	<ul style="list-style-type: none">• For December 31 implementation:• Early-December
--	--

Roles & Responsibilities

Illinois will designate a program director for each Degree Program who will perform or delegate to another to perform the following responsibilities, on a schedule consistent with the Checkpoint dates indicated above:

Checkpoint	Responsibilities
Roadmap Review	<ul style="list-style-type: none"> • Review Coursera documentation in preparation for scheduled meetings • Provide feedback and questions in advance of scheduled meetings • Ensure attendance or representation of all required Partner stakeholders • Sign off on list of User Stories to be used as Delivery Checklist during scheduled meetings
Functionality Review	<ul style="list-style-type: none"> • Review Coursera documentation in preparation for scheduled meetings • Provide feedback and questions in advance of scheduled meetings • Ensure attendance or representation of all required Partner stakeholders • Sign off on wireframes/design prototype against delivery checklist of User Stories during scheduled meetings
Sign-Off Review	<ul style="list-style-type: none"> • Questions and open issues provided to Coursera with at least two weeks' written notice ahead of the Sign-Off Review • Ensure attendance or representation of all required Partner stakeholders • Sign off delivery of product requirement during scheduled meetings

Coursera will designate a technical program manager who will perform or delegate to another to perform the following responsibilities, on a schedule consistent with the Checkpoint dates indicated above:

Checkpoint	Responsibilities
Roadmap Review	<ul style="list-style-type: none"> • Facilitate Roadmap Review with Partner • Provide consolidated quarterly roadmap update to Partner • Track actions, decisions and Delivery Checklist from Roadmap Review
Functionality Review	<ul style="list-style-type: none"> • Facilitate Functionality Review with Partner to confirm progress of Delivery Checklist
Sign-Off Review	<ul style="list-style-type: none"> • Ahead of Sign-Off Review, set clear sign-off timeline with Partner

	<ul style="list-style-type: none"> • Ensure coverage of Partner questions to Delivery Checklist • Facilitate Sign-Off Review with Partner to obtain and document sign-off
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Coursera will designate a product manager who will perform or delegate to another to perform the following responsibilities, on a schedule consistent with the Checkpoint dates indicated above:

Checkpoint	Responsibilities
Roadmap Review	<ul style="list-style-type: none"> • Provide roadmap for product requirements at least two weeks in advance of the Roadmap Review • Receive feedback from partner during Roadmap Reviews, ensure alignment of feedback to Delivery Checklist
Functionality Review	<ul style="list-style-type: none"> • Provide functionality documentation to Partner for review at least two weeks in advance of the Functionality Review
Sign-Off Review	<ul style="list-style-type: none"> • Provide support as needed before and after the Sign-Off Review

ATTACHMENT D
FORM OF DEGREE APPENDIX

This DEGREE APPENDIX (the “*Degree Appendix*”), made effective as of the date of the last signature of a Party below (the “*Degree Appendix Effective Date*”), is between Coursera, Inc. (“*Coursera*”) and The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Urbana campus, located in Champaign, IL 61820 (“*Partner*” or “*Illinois*”). The Parties agree that, as of the Degree Appendix Effective Date, the terms of this Degree Appendix shall be incorporated into and made a part of the Online Degree Hosting and Services Agreement entered into by the Parties as of September 12, 2016 (the “*Agreement*”).

1. **Degree Description and Information.** The Parties agree to launch a new Degree Program as follows:
 - 1.1. **Degree name and degree awarded:** _____
 - 1.2. **Degree Duration (expected time to complete).** ____ Illinois semesters is the expected time required for a Degree Student meeting typical eligibility requirements as set forth in Section 1.3 below to finish the degree (“*Degree Duration*”).
 - 1.3. **Typical Eligibility Requirements.** Eligibility requirements for the Degree Program are as set forth in Attachment A to the Agreement, with the following additional qualifications typically required before Illinois will consider an Applicant for admission into the Degree Program created by this Degree Appendix (“Typical Eligibility Requirements”). Parties agree that Illinois may admit Degree Students to the Degree Program who do not meet all the Typical Eligibility Requirements, and that such Degree Students may not be able to complete the Degree Program within the Degree Duration.

Typical Eligibility Requirements are:

- 1.3.1.Placeholder
- 1.3.2.Placeholder
- 1.4. **Degree-specific provisions.** Binding Degree Program-specific obligations and responsibilities of the Parties. The following special provisions are applicable to this Degree Program:
 - 1.4.1.Placeholder
 - 1.4.2.Placeholder
2. **Specifications.** The Parties agree that the applicable Degree Specifications Document, in a form similar to the attached Schedule D, will be completed for the Degree Program prior to execution of this Degree Appendix, outlining the objectives and mutual expectations of the Parties for the Degree Program. The Degree Specifications Document will not be legally binding and may be modified from time to time by mutual written consent of the Parties in accordance with the terms of the Agreement. The Degree Specifications Document will be

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maintained as set forth in Attachment A. Modifications to the Degree Specifications Document must be approved in writing by the Party representatives as follows, with any designee to be identified in advance of any approval:

Illinois: The Provost, Vice Provost of Undergraduate Education and Innovation, or such other University Officer as designated by the Provost of the University of Illinois, Urbana campus.

Coursera: Chief Business Officer, or such other individual as designated by an executive of Coursera.

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

Coursera, Inc.
"Coursera"

The Board of Trustees of the University of Illinois, on behalf of its Urbana campus
"Partner"

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE D
FORM OF DEGREE PROGRAM SPECIFICATIONS DOCUMENT

I. [NAME OF DEGREE] DEGREE PROGRAM DESCRIPTION

Element	Description
1. Illinois Department offering the Degree Program	
2. Tuition and fees	Tuition: \$ _____ (\$ _____ per credit hour for _____ credit hours distributed over _____ courses), plus other applicable fees \$ _____ Learning tool fees: \$ _____
3. Illinois Admissions guidelines	(Additional guidelines beyond the basic requirements in the Degree Appendix)
4. Cohort size and frequency targets	1. Cohort size specified by the Cohort Size Table below 2. Course frequency: 3. Cohort starts:
5. Course Release and Availability Schedule	Below
6. Student Services Model	Below

II. COHORT SIZE TABLE

The following sets forth cohort goals over 4 years of the Degree Program.

Year	Spring	Summer	Fall

III. COURSE RELEASE AND AVAILABILITY SCHEDULE

Title	Number	Release Date	Offering Schedule

IV. STUDENT SERVICES MODEL

A. Goals

1. Create the *best learning experience* through personalized, value added services.
2. Implement *intervention techniques* to drive students towards completion.
3. Build and reinforce community connection.

B. Guiding Principles

1. All Degree Students, including Illinois nondegree graduate students taking Degree Courses for credit and other Illinois students taking a Degree Course for credit will receive the same level of support.
2. Partner staff and TAs should provide personalized academic support and coaching of Degree Students, including responding to special situations.
3. Coursera will create and implement scalable systems for routine communications, triaging requests from students, and course / program level tracking.
4. To create the best possible student experience, Coursera and Partner commit to close coordination, and to using systems that foster transparency.
5. Support should be straightforward, reliable, and integrally designed so that students can focus on their academics.
6. Deep commitment to student privacy.
7. Single platform.

C. Stakeholders

Name	Title/Role
Coursera	
Partner Academic Department / College	
CITL	
Degree Program Team	
TAs	
Instructional Design	

D. Proactive Risk Intervention Triggers, and Response

Level of Risk	Definition of Triggers: any one of the following	Response & Point of Contact Performing
Level 0		
Level 1		
Level 2		
Level 3		
Level 4		

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E. PROACTIVE ADMINISTRATION

Touch Point	Responsible/ Performing	Timing

F. REACTIVE SUPPORT (Admitted Degree & For-Credit/ Not Admitted Students)

Touch Point	Responsible/ Performing	Timing

G. UNIVERSITY FACULTY AND STAFF SUPPORT

Touch Point	Responsible/ Performing	Timing

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Appendix: Email Templates to be used.

Trigger	Level	When to send:	
Responsible Team	[List team]	Tool:	[List tool]
Aim:			
Recipients:			
Subject:			
Message:			

ATTACHMENT D - 1

iMBA DEGREE APPENDIX

This DEGREE APPENDIX (the "**Degree Appendix**"), made effective as of the date of the last signature of a Party below (the "**Degree Appendix Effective Date**"), is between Coursera, Inc. ("**Coursera**") and The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Urbana campus, located in Champaign, IL 61820 ("**Partner**" or "**Illinois**"). The Parties agree that, as of the Degree Appendix Effective Date, the terms of this Degree Appendix shall be incorporated into and made a part of the Online Degree Hosting and Services Agreement entered into by the Parties as of September 12, 2016 (the "**Agreement**").

1. **Degree Description and Information.** The Parties agree to launch a new Degree Program as

1.1. **Degree name and degree awarded:** Master of Business Administration

1.2. **1.2 Degree Duration.** Six (6) Illinois semesters is the minimum expected time required for a Degree Student meeting typical eligibility requirements as set forth in Section 1.3 below to finish the degree ("**Degree Duration**").

1.3. **Typical Eligibility Requirements.** Eligibility requirements for the Degree Program are as set forth in Attachment A to the Agreement.

2. **Specifications.** The Parties agree that the iMBA Degree Specifications Document, attached as Schedule D-1, outlines the objectives and mutual expectations of the Parties for the Degree Program. The Degree Specifications Document is not legally binding and may be modified from time to time by mutual written consent of the Parties in accordance with the terms of the Agreement. The Degree Specifications Document will be maintained as set forth in Attachment A. Modifications to the Degree Specifications Document must be approved in writing by the Party representatives as follows, with any designee to be identified in advance of any approval:

Illinois: The Provost, Vice Provost of Undergraduate Education and Innovation, or

such other University Officer as designated by the Provost of the University of Illinois, Urbana campus.

Coursera: Chief Business Officer, or such other individual as designated by an executive of Coursera.

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

Coursera, Inc.
"Coursera"

By: Nikhil Sinha
Printed Name: Nikhil Sinha
Title: Chief Business Officer
Date: March 29, 2017



The Board of Trustees of the University of Illinois, on behalf of its Urbana campus
"Partner"

By: Walter K. Knorr
Printed Name: Walter K. Knorr
Title: Comptroller
Date: April 7, 2017

SCHEDULE D-1

(iMBA DEGREE PROGRAM SPECIFICATIONS FORM AS OF MARCH 2017)

I. iMBA DEGREE PROGRAM DESCRIPTION

Element	Description
1. Illinois Department offering the Degree Program	<p>1. Degree Earned: Master of Business Administration (MBA) from the University of Illinois at Urbana - Champaign.</p>
2. Tuition and fees	<p>1. Tuition: \$18,000 (\$250 per UIUC credit hour for 72 credit hours distributed over 18 courses)</p> <p>2. Coursera fees: Will be set and updated in accordance with Coursera's platform-wide pricing of MOOCs and Specializations</p> <p>3. Additional campus fees: None charged by College of Business (CoB)</p> <p>4. Additional learning tool fees:</p> <ul style="list-style-type: none"> a. \$1,000 books, supplies, case packets (estimate) b. <i>Some courses may have additional fees associated with learning or assessment tools.</i>
3. Illinois Admissions guidelines	<p>1. Eligibility requirements:</p> <ul style="list-style-type: none"> a. Bachelor's degree; if no Bachelor's degree; in very rare cases executive experience may be considered b. 3 or more years of fulltime work experience; c. If fewer than 3 years of full time work experience, a GMAT or GRE score is required OR i. Advanced degree ii. Military experience iii. non-degree course work <p>d. 3.0 undergraduate GPA; if less than 3.0 then must have very strong professional experience and / or high performance as a non-degree student</p> <p>2. Degree student requirements: TOEFL test required for international students; can be waived if the applicant has sufficient work experience in a native English-speaking country combined with a video interview (if invited to one).</p> <p>3. Non-degree student requirements:</p> <ul style="list-style-type: none"> a. Bachelor's degree (firm requirement for credit)

4. Cohort size and frequency targets	<ol style="list-style-type: none"> 1. Cohort size specified by the Cohort Size Table below 2. Course frequency: Three semesters per year 3. Cohort starts: At least two per year (with an option to begin courses off-cycle as a non-degree student) 4. Rolling (year-round) admissions with 2 - 3 week decision time for fully completed applications
5. Course Release and Availability Schedule	<ol style="list-style-type: none"> 1. The Course Release and Availability Schedule will accommodate cohort size and frequency goals listed in the Cohort Size Table, and enable students to complete the program in six (6) semesters.
6. Student Services Model	Below

II. COHORT SIZE TABLE

The following sets forth cohort goals over 4 years of the Degree Program.

Year	Spring	Summer	Fall
2016			
2017			
2018 and beyond			

III. COURSE RELEASE AND AVAILABILITY SCHEDULE

Title	Number	Release Date	Offering Schedule
		Spring 2017	Spring semesters
		Spring 2017	Spring semesters
		Summer 2017	Summer semesters
		Summer 2017	Summer semesters
		Spring 2017	Spring semesters
		Spring 2017	Spring semesters
		Summer 2017	Summer semesters

Summer 2017	Summer semesters
Summer 2017	Summer semesters
Fall 2017	Fall semesters
Spring 2018	Spring semesters
Spring 2018	Spring semesters
Summer 2017	Summer semesters
Fall 2017	Fall semesters
Spring 2018	Spring semesters
Spring 2018	Spring semesters
Spring 2017	Spring semesters
Summer 2017	Summer semesters
Summer 2017	Summer semesters
Fall 2017	Fall semesters
Fall 2017	Fall semesters
Spring 2017	Spring semesters
Summer 2017	Summer semesters
Summer 2017	Summer semesters
Fall 2017	Fall semesters
Fall 2017	Fall semesters
Spring 2017	Spring semesters
Summer 2017	Summer semesters
Summer 2017	Summer semesters
Fall 2017	Fall semesters
Fall 2017	Fall semesters

	Fall 2017	Fall and Spring	

IV. STUDENT SERVICES MODEL

This model focuses on academic support as of its drafting in Spring 2017. It will be updated over time and will be

A. Goals

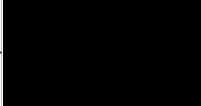
1. Create the *best learning experience* through personalized, value added services.
2. Implement *intervention techniques* to drive students towards completion.
3. Build and reinforce community connection.

B. Guiding Principles

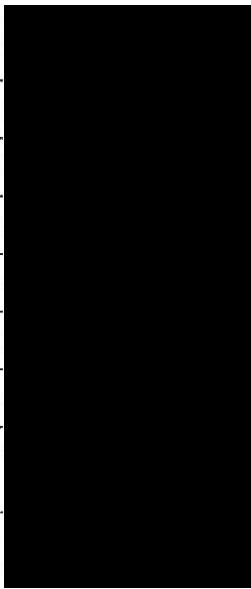
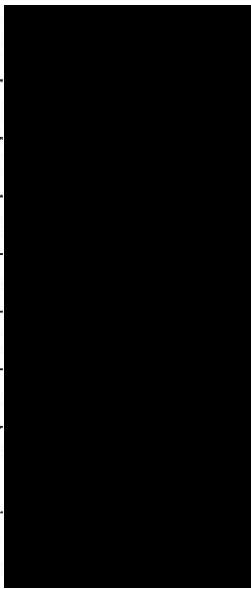
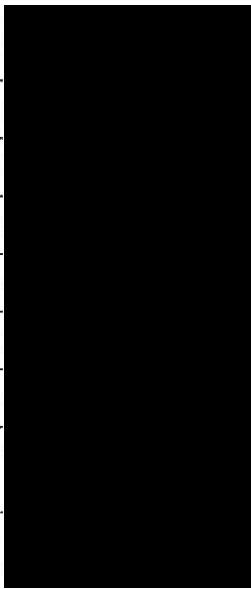
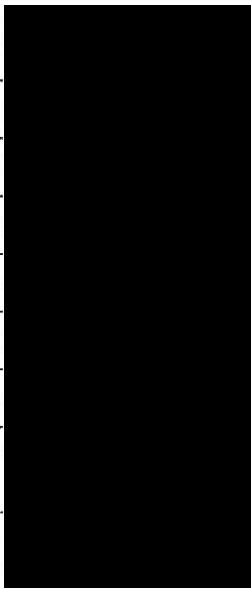
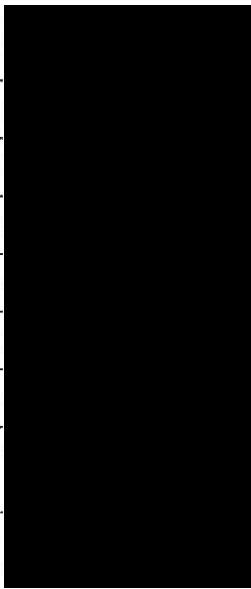
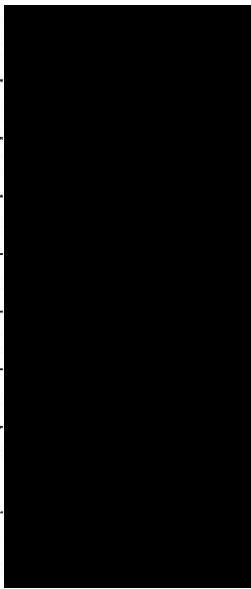
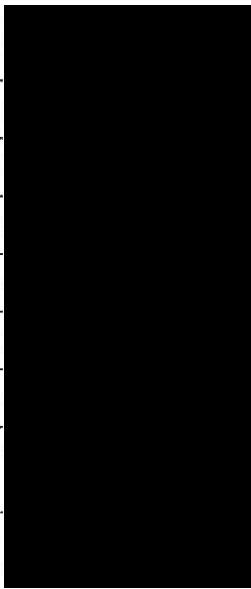
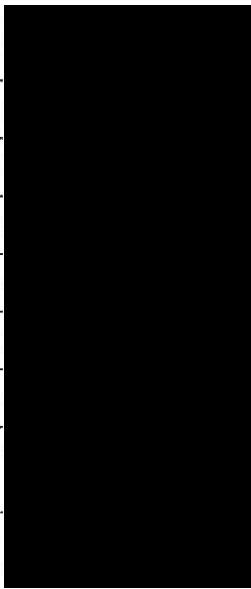
1. All Degree Students, including Illinois nondegree graduate students taking Degree Courses for credit and other Illinois students taking a Degree Course for credit will receive the same level of support.
2. Partner staff and TAs should provide personalized academic support and coaching of Degree Students, including responding to special situations.
3. Coursera will create and implement scalable systems for routine communications, triaging requests from students, and course / program level tracking.
4. To create the best possible student experience, Coursera and Partner commit to close coordination, to using systems that foster transparency, and through mutually agreed upon standards for communication and engagement.
5. Support should be straightforward, reliable, and integrally designed so that students can focus on their academics.
6. Deep commitment to student privacy.
7. Single platform.

C. STAKEHOLDERS

Name	Title/Role
Coursera	
[REDACTED]	Student Services Lead

	Manager, Learner Services
	Director, Community Operations
Partner Academic Department / College	
Arshad Saiyed	Director, iMBA Program
Jodi Miller	Assistant Director, Academic and Student Support Services
CITL	
Anna Mehl	Assistant Director, Online Academic and Student Affairs (Non-Degree Student Enrollment)
Erika Albin	Enrollment Management Team Lead (Non-Degree Student Enrollment)
Degree Program Team	
TAs	iMBA Program Lead TAs
Instructional Design	College of Business eLearning Team

D. STUDENT SERVICES RESPONSIBILITIES

Touch Point	
Program policies and procedures	
Onboarding communication plan	
Onboarding course	
24/7 technical support	
Centralized email alias	
Illinois Zendesk instance	
Academic support (advising, grading, live session support, forum moderation)	
Proactive outreach tier 0 - 2	

Proactive outreach tier 3 - 4	
Academic advising sessions and webinars	

E. PROACTIVE RISK, INTERVENTION, TRIGGERS AND RESPONSE

Level of Risk	Definition of Triggers: any one of the following	Response & Point of Contact Performing
Level 0		
Level 1		
Level 2		
Level 3		
Level 4		

F. REACTIVE SUPPORT (Admitted Degree & For-Credit / Not Admitted Students)

Touch Point	Responsible/ Performing	Timing
Coursera technical support		
Assignment / grade questions		
Financial aid / tuition		
Financial aid (Coursera)		
Add/drop course		
Program operations and feedback		

G. UNIVERSITY FACULTY AND STAFF SUPPORT

Touch Point	Responsible/ Performing	Timing
Coursera Product Support		
TA academic training		
Coursera and communications training		
Coursera student status updates		
Student service syncs		

H. PROFESSIONAL DEVELOPMENT AND NETWORKING

Touchpoint	Responsibility
Local and virtual networking events	Illinois CoB
Professional development events	Illinois CoB

ATTACHMENT D - 2

MCS DEGREE APPENDIX

This DEGREE APPENDIX (the "*Degree Appendix*"), made effective as of the date of the last signature of a Party below (the "*Degree Appendix Effective Date*"), is between Coursera, Inc. ("*Coursera*") and The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Urbana campus, located in Champaign, IL 61820 ("*Partner*" or "*Illinois*"). The Parties agree that, as of the Degree Appendix Effective Date, the terms of this Degree Appendix shall be incorporated into and made a part of the Online Degree Hosting and Services Agreement entered into by the Parties as of September 12, 2016 (the "*Agreement*").

1. **Degree Description and Information.** The Parties agree to launch a new Degree Program as follows:

- 1.1. **Degree name and degree awarded:** Master of Computer Science.
 - 1.2. **Degree Duration.** For student beginning in Summer 2017 and later, three (3) Illinois semesters (Fall, Spring, and Summer) is the minimum time required for a Degree Student meeting typical eligibility requirements as set forth in Section 1.3 below to finish the degree ("*Degree Duration*").
 - 1.3. **Typical Eligibility Requirements.** Eligibility requirements for the Degree Program are as set forth in Attachment A to the Agreement.

2. **Specifications.** The Parties agree that the MCS Degree Specifications Document, attached as Schedule D-2, outlines the objectives and mutual expectations of the Parties for the Degree Program. The Degree Specifications Document is not legally binding and may be modified from time to time by mutual written consent of the Parties in accordance with the terms of the Agreement. The Degree Specifications Document will be maintained as set forth in Attachment A. Modifications to the Degree Specifications Document must be approved in writing by the Party representatives as follows, with any designee to be identified in advance of any approval:

Illinois: The Provost, Vice Provost of Undergraduate Education and Innovation, or such other University Officer as designated by the Provost of the University of Illinois, Urbana campus.

Coursera: Chief Business Officer, or such other individual as designated by an executive of Coursera.

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

Coursera, Inc.
"Coursera"

By: 
Printed Name: Nikhil Sinha
Title: Chief Business Officer
Date: MARCH 29, 2017



The Board of Trustees of the University of Illinois, on behalf of its Urbana campus
"Partner"

By: 
Printed Name: Walter K. Knorr
Title: Comptroller
Date: April 7, 2017

SCHEDULE D-2

(MCS DEGREE PROGRAM SPECIFICATIONS FORM AS OF MARCH 2017)

I. MCS-DS DEGREE PROGRAM DESCRIPTION

Element	Description
1. Illinois Department offering the Degree Program	<p>1. The Master of Computer Science in Data Science (MCS-DS) is offered by the Department of Computer Science via a data science track through its MCS degree program. This results in a Master of Computer Science degree conferred from the College of Engineering (CoE).</p>
2. Tuition and fees	<p>1. Tuition: \$19,200 (\$600 per UIUC credit hour for 32 credit hours distributed over 8 courses)</p> <p>2. Coursera fees: Will be set and updated in accordance with Coursera's platform-wide pricing of MOOCs and Specializations. Each MCS-DS course typically requires registration in two Coursera MOOCs.</p> <p>3. Additional campus fees: <i>None as of March 2017</i>.</p> <p>4. Additional learning tool fees: <i>ProctorU and cloud service fees</i>.</p>
3. Illinois Admissions guidelines	<p>1. Eligibility requirements: Bachelor's degree, including two courses (or equivalent experience) in computer science covering the topics of algorithms, data structures and object-oriented programming.</p> <p>2. Degree student requirements: TOEFL test required for international students; can be waived with campus approval if the applicant has sufficient work experience in a native English-speaking country combined with an interview (if invited to one).</p> <p>3. Non-degree student requirements: Bachelor's degree or department approval and two courses (or equivalent experience) in computer science covering the topics of algorithms, data structures, and object-oriented programming.</p>
4. Cohort size and frequency targets	<p>1. Cohort size specified by the Cohort Size Table below.</p> <p>2. Course frequency: Starting in Summer 2017, sufficient courses for completion in three semesters will be offered at least once per calendar year.</p> <p>3. Cohort starts: Three times a year starting in Fall 2018.</p>
5. Course Release and Availability Schedule	<p>1. The Course Release and Availability Schedule is intended to accommodate cohort size and frequency goals listed in the Cohort Size Table, and enable</p>

	students who start in / after Summer 2017 to complete the program in three (3) semesters.
6. Student Services Model	Below

II. COHORT SIZE TABLE

The following sets forth cohort goals over 4 years of the Degree Program.

Year	Spring	Summer	Fall
2016			
2017			
2018			
2019			
2020 and beyond			

III. COURSE RELEASE AND AVAILABILITY SCHEDULE

Title	Number	Release Date	Offering Schedule
		1/15/2017	Spring semesters
		1/15/2017	Spring semesters
		4/15/2017	Summer semesters
		7/28/2017	Fall semesters
		7/28/2017 (reoffer)	Fall semesters
		7/28/2017 (reoffer)	Fall semesters
		7/28/2017	Fall semesters
		7/28/2017	Fall semesters

	To be confirmed

IV. STUDENT SERVICES MODEL

A. Goals

1. Create the *best learning experience* through personalized, value added services.
2. Implement *intervention techniques* to drive students towards completion.
3. Build and reinforce community connection.

B. Guiding Principles

1. All Degree Students, including Illinois nondegree graduate students taking Degree Courses for credit and other Illinois students taking a Degree Course for credit will receive the same level of support.
2. The Computer Science Department will provide high-quality academic advising to all students in the online program, valuing online students' success at the same level as that of on-campus students
3. Partner staff and TAs should provide personalized academic support and coaching of degree students, including responding to special situations.
4. Coursera will create and implement scalable systems for routine communications, triaging requests from students, and course / program level tracking.
5. To create the best possible student experience, Coursera and Partner commit to close coordination, centralized communications, and to using systems that foster transparency.
6. Support should be straightforward, reliable, and integrally designed so that students can focus on their academics.
7. Deep commitment to student privacy.
8. Single platform.

C. Stakeholders

Name	Title/Role
Coursera	
[REDACTED]	Student Services Lead
[REDACTED]	Manager, Learner Services
[REDACTED]	Technical Program Manager
[REDACTED]	Director, Community Operations
Partner Academic Department / College	
John C. Hart	MCS-DS Director
Chandra Chekuri	CS Dir. of Graduate Studies, academic issues
Viveka Kudaligama	CS Coord. of Graduate Programs, CS logistic issues (Primary operational responsibilities expected to be assigned to a dedicated MCS-DS coordinator/advisor/program specialist.)
Harry Dankowicz	COE Assoc. Dean of Graduate Programs, academic issues
CITL	
Christine Martinez	Online Strategy Coordinator, non-degree operations, data management (will be shared duty with MCS-DS coordinator/advisor), program operations/development
Jason Mock	Assistant Director Educational Innovation
Degree Program Team	
TAs	course content support
Instructional Design	course design and development

D. Proactive Risk Intervention Triggers, and Response

Level of Risk	Definition of Triggers: any one of the following	Response & Point of Contact Performing
Level 0	[REDACTED]	
Level 1	[REDACTED]	

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Level 2	
Level 3	

E. PROACTIVE ADMINISTRATION

Touch Point	Responsible/ Performing	Timing
Onboarding information and support		
Verify ID reminder (personalized)		

F. REACTIVE SUPPORT (Admitted Degree & For-Credit/ Not Admitted Students)

Touch Point	Responsible/ Performing	Timing
Level 1 Red Flag Support		
Level 2 Red Flag Support		
Level 3 Red Flag Support		
Coursera Tech Support		
Tier 2 Tech Support		
Triage Inbound Zendesk Tickets		
Assignment/Grade Questions		
Financial Aid (University)		
Financial Aid (Coursera)		
Add/Drop Class		

G. UNIVERSITY FACULTY AND STAFF SUPPORT

Touch Point	Responsible/ Performing	Timing

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Coursera Tech Support	[REDACTED]
TA Academic Training	[REDACTED]
TA Coursera, Zendesk tools/service training	[REDACTED]
Weekly tracker all updates	[REDACTED]
Bi-weekly touch base on learner success	[REDACTED]

ATTACHMENT D - 3

iMSA DEGREE APPENDIX

This DEGREE APPENDIX (the "**Degree Appendix**"), made effective as of the date of the last signature of a Party below (the "**Degree Appendix Effective Date**"), is between Coursera, Inc. ("**Coursera**") and The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, on behalf of its Urbana campus, located in Champaign, IL 61820 ("**Partner**" or "**Illinois**"). The Parties agree that, as of the Degree Appendix Effective Date, the terms of this Degree Appendix shall be incorporated into and made a part of the Online Degree Hosting and Services Agreement entered into by the Parties as of September 12, 2016 (the "**Agreement**").

1. **Degree Description and Information.** The Parties agree to launch a new Degree Program as

1.1. **Degree name and degree awarded:** Master of Science in Accountancy

1.2. **Degree Duration.** Six (6) Illinois semesters is the minimum expected time required for a Degree Student meeting typical eligibility requirements as set forth in Section 1.3 below to finish the degree ("**Degree Duration**").

1.3. **Typical Eligibility Requirements.** Eligibility requirements for the Degree Program are as set forth in Attachment A to the Agreement.

2. **Specifications.** The Parties agree that the iMSA Degree Specifications Document, attached as Schedule D-3, outlines the objectives and mutual expectations of the Parties for the Degree Program. The Degree Specifications Document is not legally binding and may be modified from time to time by mutual written consent of the Parties in accordance with the terms of the Agreement. The Degree Specifications Document will be maintained as set forth in Section 3 of the Agreement. Modifications to the Degree Specifications Document must be approved in writing by the Party representatives as follows, with any designee to be identified in advance of any approval:

Illinois: The Provost, Vice Provost of Undergraduate Education and Innovation, or such other University Officer as designated by the Provost of the University of Illinois, Urbana campus.

Coursera: Chief Business Officer, or such other individual as designated by an executive of Coursera.

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

Coursera, Inc.
"Coursera"

By:

Nikhil Sinha

Title: Chief Business Officer

Date: April 7, 2017



The Board of Trustees of the University of Illinois, on behalf of its Urbana campus
"Partner"

By: Buddy W. Knorr
Walter K. Knorr

Printed Name: Walter K. Knorr

Title: Comptroller

Date: April 7, 2017

SCHEDULE D-3

(iMSA DEGREE PROGRAM SPECIFICATIONS FORM AS OF MARCH 2017)

I. iMSA DEGREE PROGRAM DESCRIPTION

Element	Description
1. Illinois Department offering the Degree Program	<p>1. Master of Science in Accountancy (iMSA) from the University of Illinois at Urbana Champaign</p>
2. Tuition and fees	<p>1. Tuition: \$27,200 (\$850 per UIUC credit hour for 32 credit hours distributed over 8 courses), pending Board of Trustees Approval</p> <p>2. Coursera fees: Will be set and updated in accordance with Coursera's platform-wide pricing of MOOCs and Specializations</p> <p>3. Course materials, textbooks, case packets or course tools--estimate \$1500</p> <p>4. Additional campus fees: <i>to be determined at a later date</i></p> <p>5. Additional learning tool fees: <i>to be determined at a later date</i></p>
3. Illinois Admissions guidelines	<p>1. Bachelor's degree (equivalent to US 4-year program)</p> <p>2. The undergraduate grade point average should be equivalent to the US 3.0 / 4.0 from the final two years of undergraduate study</p> <p>3. GMAT or GRE are required for all domestic and international applicants but may be waived in lieu of sufficient, relevant work experience.</p> <p>4. Degree student requirements: TOEFL test required for international students; can be waived if the applicant has sufficient work experience in a native English-speaking country combined with a video interview (if invited to one).</p> <p>5. Non-degree student requirements: same process as iMBA</p>
4. Cohort size and frequency targets	<p>1. Cohort size specified by the Cohort Size Table below</p> <p>2. Frequency: At least three (3) semesters of courses each year, including electives from iMBA curriculum</p> <p>3. Cohort starts: Two (2) per year (with an option to begin courses off-cycle as a non-degree student)</p> <p>4. Rolling (year-round) admissions with 2 - 3 week decision time for fully completed applications</p>

5. Course Release and Availability Schedule	1. The Course Release and Availability Schedule will accommodate cohort size and frequency goals listed in the Cohort Size Table, and enable program completion in six (6) semesters.
6. Student Services Model	Below

II. COHORT SIZE TABLE

The following sets forth cohort goals over 4 years of the Degree Program:

Year	Spring	Summer	Fall
2017			
2018			
2019			
2020 and beyond			

III. COURSE RELEASE AND AVAILABILITY SCHEDULE

Title	Number	Release Date	Offering Schedule
		Fall 2017	Fall 2017, Fall 2018, then Spring and Fall semesters
		Spring 2018	Spring semesters
		Fall 2018	Fall semesters
		Spring 2018	Spring semesters
		Fall 2018	Fall semesters
		Fall 2017	Fall semesters
		Spring 2018	Spring semesters
		Fall 2017	Fall and Spring semesters
		Fall 2017	Fall semesters

	Summer 2017	Summer semesters
	Summer 2017	Summer semesters
	Summer 2018	Summer semesters
	Summer 2018	Summer semesters

IV. STUDENT SERVICES MODEL

A. Goals

1. Create the *best learning experience* through personalized, value added services.
2. Implement *intervention techniques* to drive students towards completion.
3. Build and reinforce community connection.

B. Guiding Principles

1. All Degree Students, including Illinois nondegree graduate students taking Degree Courses for credit and other Illinois students taking a Degree Course for credit will receive the same level of support.
2. Partner staff and TAs should provide personalized academic support and coaching of Degree Students, including responding to special situations.
3. Coursera will create and implement scalable systems for routine communications, triaging requests from students, and course / program level tracking.
4. To create the best possible student experience, Coursera and Partner commit to close coordination, to using systems that foster transparency, and through mutually agreed upon standards for communication and engagement.
5. Support should be straightforward, reliable, and integrally designed so that students can focus on their academics.
6. Deep commitment to student privacy.
7. Single platform.

C. STAKEHOLDERS

Name	Title/Role
Coursera	
	Student Services Lead

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[REDACTED]	Technical Program Manager
[REDACTED]	Manager, Learner Services
[REDACTED]	Director, Community Operations
Partner Academic Department / College	
W. Brooke Elliott	Head of Accountancy Designate
Arshad Saiyed	Director, iMBA Program
Martin Maurer	Director, iMSA Program
Jodi Miller	Assistant Director, Academic and Student Support Services
CITL	
Anna Mehl	Assistant Director, Online Academic and Student Affairs (Non-Degree Student Enrollment)
Erika Albin	Enrollment Management Team Lead (Non-Degree Student Enrollment)
Degree Program Team	
TAs	iMSA Program Lead TAs
nal Design	College of Business (CoB) eLearning Team

D. STUDENT SERVICES RESPONSIBILITIES

Touch Point	Responsible/Performing
Program policies and procedures	[REDACTED]
Onboarding communication plan	[REDACTED]
Onboarding course	[REDACTED]
24/7 technical support	[REDACTED]

Centralized email alias	
Illinois Zendesk instance	
Academic support (advising, grading, live session support, forum moderation)	
Proactive outreach tier 0 - 2	
Proactive outreach tier 3 - 4	
Academic advising sessions and webinars	

E. PROACTIVE RISK, INTERVENTION, TRIGGERS AND RESPONSE

Level of Risk	Definition of Triggers: any one of the following	Response & Point of Contact Performing
Level 0		
Level 1		
Level 2		
Level 3		
Level 4		

F. REACTIVE SUPPORT (Admitted Degree & For-Credit / Not Admitted Students)

Touch Point	Responsible/ Performing	Timing
Coursera technical support		
Assignment / grade questions		
Financial aid / tuition		
Financial aid (Coursera)		
Add/drop course		
Program operations and feedback		

G. UNIVERSITY FACULTY AND STAFF SUPPORT

Touch Point	Responsible/ Performing	Timing
Coursera Product Support		
TA academic training		
Coursera and communications training		
Coursera student status updates		
Student service syncs		

H. PROFESSIONAL DEVELOPMENT AND NETWORKING

Touchpoint	Responsibility
Local and virtual networking events	Illinois CoB
Professional development events	Illinois CoB

Exhibit A

Certifications

The following constitute further responsibilities of Coursera under the Agreement, in which this Exhibit A is incorporated. Terms not defined herein are as set forth in the Agreement, including all exhibits and attachments to the Agreement.

Coursera acknowledges and agrees that compliance with this Exhibit A in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Coursera certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on the contract. Coursera shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Coursera and its subcontractors shall confirm compliance with this section in the manner and format determined by Illinois by the date specified by Illinois and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Coursera acknowledges and agrees that should Coursera or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - a. the contract may be void by operation of law,
 - b. the Chief Procurement Officer may void the contract, and
 - c. Coursera and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Coursera certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

Exhibit A-1

3. ~~This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.~~ Coursera, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Coursera certifies that, for the duration of this contract it will:

 - a) post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - b) will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or
 - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and Coursera is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).
5. ~~This applies only to certain service contracts and does NOT include contracts for professional or artistic services.~~ To the extent there was a current Coursera providing the services covered by this contract and the employees of that Coursera who provided those services were covered by a collective bargaining agreement, Coursera certifies (i) that it will Offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or Offer; and (ii) that it shall Offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
6. Coursera certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Coursera has been convicted of a felony, Coursera certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Coursera or any officer, director, partner, or other managerial agent of Coursera has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Coursera certifies at least five years have passed since the date of the conviction. Coursera further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.

Exhibit A-2

9. Coursera certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information. 30 ILCS 500/50-10.5(e)).
10. Coursera certifies that it and its affiliates are not delinquent in the payment of any debt to Illinois or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Coursera certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Coursera certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Coursera certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Coursera certifies it is not in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Coursera certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
16. Coursera certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, Offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
17. ~~Coursera certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring University grants an exception in writing. 30 ILCS 565.~~

Exhibit A-3

18. Drug Free Workplace
 - 18.1 If Coursera employs 25 or more employees and this contract is worth more than \$5,000, Coursera certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580
 - 18.2 ~~If Coursera is an individual and this contract is worth more than \$5,000, Coursera certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.~~
19. Coursera certifies that neither Coursera nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
20. Coursera certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
21. Coursera certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
22. Coursera certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
23. Coursera certifies that no foreign-made equipment, materials, or supplies furnished to Illinois under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
24. Coursera certifies that no foreign-made equipment, materials, or supplies furnished to Illinois under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
25. ~~Coursera certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated.~~ 410 ILCS 45.

Exhibit A-4

26. ~~This applies to information technology contracts and is otherwise not applicable. Coursera certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.~~
27. ~~Coursera certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.~~
28. Conflict of Interest. Coursera is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Coursera has disclosed, if required, on forms provided by Illinois, and agrees it is under a continuing obligation to disclose to Illinois, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Coursera from having or continuing the Contract.
29. Coursera certifies in relation to Medicare/Medicaid and other federal debarments that neither Coursera nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Coursera represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Coursera further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Coursera's employees and agents. See the following websites: <https://www.sam.gov/> and <http://www.state.il.us/agency/oig/search.asp>. Illinois will terminate Contract without penalty to Illinois if Coursera becomes excluded during the life of this Contract.
30. ~~Coursera certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in Illinois policies and code of conduct.~~
31. Coursera certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS

Exhibit A-5

500/20-160 and 50-37. Coursera will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Coursera certifies as applicable:

Coursera is not required to register as a business entity with the State Board of Elections.

Coursera is a not-for-profit entity.

or

Coursera does not have pending and/or current bids/proposals and contracts which in the aggregate exceed \$50,000 annually. (If this solicitation has an estimated annual value of \$50,000 or more, or when Coursera's pending and/or current bids/proposals, contracts and orders in the aggregate exceed \$50,000 annually, Coursera must register.)

Coursera has registered with the State Board of Elections. As a registered business entity, Coursera acknowledges a continuing duty to update the registration as required by the Act. (include a copy of Coursera's registration certificate)

32. In accordance with 30 ILCS 500/50-36, each bid, Offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, Offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, Offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

•

There are no business operations that must be disclosed to comply with the above cited law.

or

The following business operations are disclosed to comply with the above cited law:

33. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or Offer will be disqualified.

Coursera must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Coursera must attach to this form the requested documentation.

- A. Coursera certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Coursera certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. The State may require Coursera to provide evidence of compliance before award.
- C. Coursera certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A Coursera claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Coursera fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem Coursera as being non-responsive or not responsible and may disqualify Coursera.
- D. Coursera certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A Coursera claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Coursera fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem Coursera as being non-responsive or not responsible and may disqualify Coursera.

34. Coursera (and any Subcontractors) is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to Illinois under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by Illinois and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. Coursera agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of Illinois for the recovery of any funds paid by Illinois under this Contract for which adequate books and records are not available

Exhibit A-8

Exhibit A

Certifications

The following constitute further responsibilities of Coursera under the Agreement, in which this Exhibit A is incorporated. Terms not defined herein are as set forth in the Agreement, including all exhibits and attachments to the Agreement.

Coursera acknowledges and agrees that compliance with this Exhibit A in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing the contract Coursera certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on the contract. Coursera shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the University.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Coursera and its subcontractors shall confirm compliance with this section in the manner and format determined by Illinois by the date specified by Illinois and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Coursera acknowledges and agrees that should Coursera or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - a. the contract may be void by operation of law,
 - b. the Chief Procurement Officer may void the contract, and
 - c. Coursera and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Coursera certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

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3. ~~This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Coursera, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan.~~ 5 ILCS 385/3.
4. Coursera certifies that, for the duration of this contract it will:
 - a) post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - b) will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
 - c) is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and Coursera is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).
5. ~~This applies only to certain service contracts and does NOT include contracts for professional or artistic services. To the extent there was a current Coursera providing the services covered by this contract and the employees of that Coursera who provided those services were covered by a collective bargaining agreement, Coursera certifies (i) that it will Offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or Offer; and (ii) that it shall Offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts.~~ 30 ILCS 500/25-80.
6. Coursera certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
7. If Coursera has been convicted of a felony, Coursera certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
8. If Coursera or any officer, director, partner, or other managerial agent of Coursera has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Coursera certifies at least five years have passed since the date of the conviction. Coursera further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5.

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9. Coursera certifies it is not barred from having a contract with the State based upon violating prohibitions related to submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing or preparing any invitation for bid, request for proposal, or request for information or similar assistance (except as part of a public request for such information. 30 ILCS 500/50-10.5(e)).
10. Coursera certifies that it and its affiliates are not delinquent in the payment of any debt to Illinois or the State (or if delinquent, has entered into a deferred payment plan to pay the debt). 30 ILCS 500/50-11, 50-60.
11. Coursera certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12.
12. Coursera certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
13. Coursera certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
14. Coursera certifies it is not in violation of the "Revolving Door" provision of the Illinois Procurement Code. 30 ILCS 500/50-30.
15. Coursera certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
16. Coursera certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, Offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
17. ~~Coursera certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring University grants an exception in writing. 30 ILCS 565.~~

Exhibit A-3

18. Drug Free Workplace
 - 18.1 If Coursera employs 25 or more employees and this contract is worth more than \$5,000, Coursera certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580
 - 18.2 ~~If Coursera is an individual and this contract is worth more than \$5,000, Coursera certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract.~~
19. Coursera certifies that neither Coursera nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582.
20. Coursera certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
21. Coursera certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
22. Coursera certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
23. Coursera certifies that no foreign-made equipment, materials, or supplies furnished to Illinois under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
24. Coursera certifies that no foreign-made equipment, materials, or supplies furnished to Illinois under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
25. ~~Coursera certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated.~~ 410 ILCS 45.

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26. ~~This applies to information technology contracts and is otherwise not applicable.~~ Coursera certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/itaa). 30 ILCS 587.
27. ~~Coursera certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States.~~ 30 ILCS 517.
28. Conflict of Interest. Coursera is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Coursera has disclosed, if required, on forms provided by Illinois, and agrees it is under a continuing obligation to disclose to Illinois, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Coursera from having or continuing the Contract.
29. Coursera certifies in relation to Medicare/Medicaid and other federal debarments that neither Coursera nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. Coursera represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. Coursera further represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Coursera's employees and agents. See the following websites: <https://www.sam.gov/> and <http://www.state.il.us/agency/oig/search.asp>. Illinois will terminate Contract without penalty to Illinois if Coursera becomes excluded during the life of this Contract.
30. ~~Coursera certifies in relation to supply of medical goods and services that such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in Illinois policies and code of conduct.~~
31. Coursera certifies that it has read, understands and is in compliance with the registration requirements of the Illinois Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS

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500/20-160 and 50-37. Coursera will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Coursera certifies as applicable:

Coursera is not required to register as a business entity with the State Board of Elections.

Coursera is a not-for-profit entity.

or

Coursera does not have pending and/or current bids/proposals and contracts which in the aggregate exceed \$50,000 annually. (If this solicitation has an estimated annual value of \$50,000 or more, or when Coursera's pending and/or current bids/proposals, contracts and orders in the aggregate exceed \$50,000 annually, Coursera must register.)

Coursera has registered with the State Board of Elections. As a registered business entity, Coursera acknowledges a continuing duty to update the registration as required by the Act. (include a copy of Coursera's registration certificate)

32. In accordance with 30 ILCS 500/50-36, each bid, Offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, Offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, Offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

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There are no business operations that must be disclosed to comply with the above cited law.

Exhibit A-6

or

- The following business operations are disclosed to comply with the above cited law:
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33. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or Offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or Offer will be disqualified.

Coursera must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Coursera must attach to this form the requested documentation.

- A. Coursera certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Coursera certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or Offer. The State may require Coursera to provide evidence of compliance before award.
- C. Coursera certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A Coursera claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Coursera fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem Coursera as being non-responsive or not responsible and may disqualify Coursera.
- D. Coursera certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A Coursera claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or Offer and must provide additional detail upon request. If Coursera fails to provide the mandatory documentation with the bid or Offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem Coursera as being non-responsive or not responsible and may disqualify Coursera.

tuition is here: <https://onlinemba.illinois.edu/wp-content/uploads/sites/52/2018/10/iMBA-Program-Requirement.pdf>

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- Financial aid information by award type (scholarships, loans, etc..) and amounts given."
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- Our program does not currently award any financial aid, but the university/campus may provide options to students seeking financial aid.