



Mr. John Wilton
Vice Chancellor for Administration & Finance
University of California, Berkeley
200 California Hall - MC 1500
Berkeley, CA 94720-1500
Email: vcaf@berkeley.edu

Re: Agreement between University of California, Berkeley and edX

Dear John:

I am writing to memorialize the agreement ("Master Agreement") between The Regents of the University of California, on behalf of the University of California, Berkeley ("UC Berkeley"), and edX Inc. ("edX") with respect to UC Berkeley's development and contribution of MOOCs (as defined in Section 6) by the faculty of UC Berkeley to the edX online course offerings ("BerkeleyX" courses), the role of UC Berkeley in the development of edX and its online course platform, and to set forth various additional principles that will guide our collaborative efforts in online education. This Master Agreement, effective as of May 1, 2013 (the "Effective Date"), should be read together with each schedule ("Schedule") the parties may execute under this Master Agreement, all subject to the terms of this Master Agreement. The parties hereby agree, for good and valuable consideration as reflected herein, to the following:

1. Shared Commitment. EdX, and its founding partners Harvard University ("Harvard") and the Massachusetts Institute of Technology ("MIT"), share a commitment to excellence in online education and to the not-for-profit model of online and blended educational innovation, for the purpose of transforming education in quality, efficiency and scale through technology and research, for the benefit of campus-based students and the worldwide community of online and blended learners. UC Berkeley shares this commitment including, specifically:
 - a. Adherence to excellence for individual courses. The rigor of the course on edX must match the rigor of a course fully on campus, including having the same primary professor.
 - b. The not-for-profit model.
 - c. Open Source Platform. The platform will be released under an open source license for the benefit of the worldwide educational community.
 - d. Open Source Content. Certain core courses will be licensed under an appropriate open license for educational use.

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- e. Blended On-Campus Learning. On-campus learning will improve through the use of online technologies.
 - f. Research. The data gathered from online courses will be used to analyze what works and what does not work in online education and to improve both online and on-campus education.
- 2. X University Consortium. UC Berkeley will join Harvard, MIT and other colleges and universities that provide content on the edX platform ("X Universities") as a member of the X University Consortium (the "Consortium"). This Consortium will consist of members who will gather to share best practices in online and blended education and to provide a mechanism for collective conversations with edX. The Consortium will be the chief advisory committee for edX and the edX Board will reasonably consider the Consortium's input. UC Berkeley will use all reasonable efforts to cause the Consortium to meet and collaborate to build a set of by-laws and/or similar guidelines for its operation and governance within a reasonable time period.
 - a. UC Berkeley, as the first non-founding partner to offer courses on edX, will have the right to designate a person reasonably acceptable to edX to serve as Chair of the Consortium during the five-year period commencing on the Effective Date. We understand that UC Berkeley Executive Vice Chancellor and Provost George Breslauer will initially fill this role. At the conclusion of the five-year period and for the remainder of the Term, UC Berkeley will have the right to designate a person reasonably acceptable to edX to participate as a voting member of the Consortium.
 - b. A representative from edX may attend Consortium meetings as a non-voting participant, subject to the right of the Chair of the Consortium to call meetings of the Consortium without the inclusion of the edX representative. It is not anticipated that edX will have a representative on any Consortium Board.
- 3. Participation by Berkeley on the edX Board. UC Berkeley shall have the right to designate one person reasonably acceptable to edX to attend edX Board meetings as a non-voting participant, subject to the right of the voting Board members to meet in executive session. We understand that you, in your role as Vice Chancellor, will initially serve this role for UC Berkeley.
- 4. Cooperation in development of the edX platform. Berkeley is collaborating with edX to further develop the platform and will continue to do so for five years from the Effective Date. As between the parties, edX will own all additions to the platform provided by UC Berkeley, it being understood that such additions will be made available under open source licenses as described in Section 8.
- 5. Financial Arrangements. EdX is waiving UC Berkeley's funding commitment to edX contemplated by this Section 5 below for Fall 2012 and Spring 2013 MOOCs only in exchange for UC Berkeley's in-kind

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contribution to the edX platform and the significance of having UC Berkeley as an initial contributor. For courses after this period:

- a. **EdX Services Model.** Under the “edX Services Model,” as compensation for edX’s production assistance described in Schedule A, edX will host MOOCs developed with course production assistance from edX under the following terms:
 - i. For each edX supported course, UC Berkeley will contribute to edX \$250,000 per new course and \$50,000 per repeat course prior to the start of course development.
 - ii. EdX and UC Berkeley will share Gross Revenue (as defined below) derived from such edX-supported MOOCs as follows:
 1. In the event UC Berkeley offers MOOCs solely under this edX Services Model, UC Berkeley will receive no less than 70% of the gross revenue directly derived from the UC BerkeleyX courses (“Gross Revenue”), provided, however, that the items specifically mentioned in Section 5(f) are excluded from any Gross Revenue calculation.
 2. Notwithstanding the foregoing, in the event UC Berkeley offers MOOCs under both the edX Services Model and the Self Service Model set forth in Section 5(b) below, edX will receive 100% of Gross Revenue for edX-supported MOOCs until the aggregate Gross Revenue that edX receives from all UC BerkeleyX MOOCs at least equals the applicable Minimum Payment (as defined in Section 5(b) below) due to edX as of that date. Once edX has received the applicable Minimum Payment, the revenue-sharing with respect to edX-supported courses under clause (1) above will commence. For purposes of clarity, if, at any time during the Term of this Master Agreement, UC Berkeley offers a new or repeat self-service course on the edX platform, the revenue-sharing with respect to edX-supported courses under clause (1) above will be suspended until such time as edX has received the applicable Minimum Payment.
- b. **Self Service Model.** Under the “Self Service Model,” edX will host pilot MOOCs and modules developed by UC Berkeley and/or its faculty members without course production assistance from edX under the following terms:
 - i. EdX will host such self-service MOOCs on the edX platform for no charge. MOOCs created under the Self Service Model will be offered as “Beta” branded courses until passing a quality review process.
 - ii. EdX and UC Berkeley will share Gross Revenue derived from such self-service MOOCs as follows:
 1. EdX will receive 100% of Gross Revenue for self-service MOOCs until the aggregate Gross Revenue edX receives from all UC Berkeley MOOCs at least equals (a) \$50,000 for each new self-service course offered, plus

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- (b) \$10,000 for each repeat self-service course offered on the platform (such aggregate amount, the “Minimum Payment”).
2. Once edX has received the Minimum Payment, UC Berkeley will receive 50% of Gross Revenue for self-service MOOCs.
 3. For purposes of clarity, if, at any time during the Term of this Master Agreement, UC Berkeley offers a new or repeat self-service MOOC on the edX platform, the revenue-sharing with respect to self-service courses under clause (2) above will be suspended until such time as edX has received the applicable Minimum Payment.
- c. Campus Use. UC Berkeley will receive 100% of tuition revenue received from registered UC Berkeley students who participate in BerkeleyX. Beginning January 1, 2014, if edX hosts a separate instance of any BerkeleyX course for on-campus students only (e.g. courses on www.berkeley.edx.org), the parties shall negotiate a reasonable fee for hosting costs and any services needed to modify the platform for on campus purposes. The parties agree that such a fee is intended to cover edX’s incremental costs associated with providing a separate instance.
- d. Switching the Financial Model. After the first year, UC Berkeley can switch the revenue structure associated with any particular course once every 12 months, provided that UC Berkeley has paid the applicable Minimum Payments due. That is, for each repeat course, UC Berkeley can elect to pay \$50,000 up front and keep 70% of the Gross Revenue OR make no up-front payment and keep 50% of Gross Revenue once edX has received \$10,000 Minimum Payment for that course. For clarity, all applicable Minimum Payments must be paid before UC Berkeley and edX begin the applicable revenue sharing model. No refunds will be given for amounts previously paid under a prior elected financial model.
- e. Repeat Courses. For purposes of this Agreement, “repeat” courses are courses that have been offered on the edX platform for six months and are being offered on the edX platform again with substantially the same curriculum, irrespective of the title of the class. MOOCs that UC Berkeley is offering as of the Effective Date or during the fee waiver period identified above shall be deemed “repeat” courses for purposes of this Section 5. In addition, courses offered on edX without a designated start and end date, for example, courses in which a student can enroll at any time throughout the year, will be considered “repeat” courses every six months and subject to the repeat course fees outlined in Sections 5(a) and 5(b) above.
- f. Third-Party Agreements. EdX will be entitled to all net profits from agreements it enters into with third parties regarding the edX site and/or platform, e.g., agreements with respect to book sales on the site, proctoring services and any site-wide employee recruiting services. Notwithstanding the foregoing, edX will not provide access to BerkeleyX classes in collaboration with third party institutions of higher education

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without UC Berkeley's consent irrespective of whether such arrangement generates revenue for edX.

- g. **Most Favored Pricing.** EdX will provide UC Berkeley the benefit of any financial terms agreed by edX with any future non-founding X University to provide individual courses on edX if such financial terms are more favorable than those provided to UC Berkeley herein. This paragraph applies only to the course financial terms.

6. Courses, etc.

- a. Working collaboratively with edX, UC Berkeley will provide MOOCs to learners through the edX platform that will reflect sound instructional design and active and collaborative learning, including, for example, embedded diagnostics, personalized adaptive learning tools and learning analytics. For purposes of this Master Agreement, a "MOOC" is a course that meets the following criteria: (i) offered via the internet at nominal or no registration cost to users; and (ii) available to any and all interested third parties. For edX Services Model courses, the parties' standards for the courses, the respective duties of edX and UC Berkeley, and the timeline for course development will be set forth in the "Course Development Protocol, Timeline and Description of Training Services" attached hereto as Schedule A. Once approved by edX, UC Berkeley will retain the final veto right on any content provided on the edX platform under the BerkeleyX name.
- b. UC Berkeley plans to offer the following courses in Fall 2013 under the Self-Service Model:
 - i. Armando Fox - cs169.1x and cs169.2x, Software as a Service
 - ii. Ravi Ramamoorthi, ravir@eecs - cs184x Foundations of Computer Graphic
 - iii. Pieter Abbeel, pabbeel@eecs - cs188x Artificial Intelligence
 - iv. Umesh Vazirani, vazirani@eecs - cs191x Quantum Computing
 - v. Ani Adhikari, ani@stat - stat 2x Intro to Stats

Additional classes to be offered will be agreed upon by the parties.

- c. An online learner who demonstrates mastery of the course subject for a BerkeleyX course, as determined by the participating UC Berkeley faculty members, will be eligible to receive a certificate acknowledging such mastery. The certificates will bear the name of the college or university offering the course followed by "X", the edX name, and the name of the course. For example, the courses from UC Berkeley will bear the name "BerkeleyX." EdX will maintain the capacity to verify the authenticity of certificates. UC Berkeley must use the "edX" approved style of certificates, subject to approval by UC

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Berkeley, the form of which current certificate is attached hereto as Schedule B "Form of Course Certificate".

- d. UC Berkeley may in the future offer credit for MOOCs in a manner to be determined solely by UC Berkeley.
7. Data. Subject to compliance with data privacy and other applicable laws as set forth in Section 7 hereof and provided that edX displays prominent notification to edX users that edX's privacy policy governs usage of the edX platform, edX will own (or, if it may not legally own, will have the right to use to the fullest extent permitted by applicable law and this agreement) (a) any registration data, such as the identity, contact information, and location of learners, collected from edX learners (except UC Berkeley registered students who participate in a BerkeleyX MOOC as part of a UC Berkeley course) who register for BerkeleyX MOOCs and (b) any data derived from such learners' participation in BerkeleyX MOOCs, such as data regarding learning methods, experiences, and outcomes (data within clauses (a) and (b) being collectively "Learner Data"). The parties understand and acknowledge that if UC Berkeley offers credit to UC Berkeley registered students for participation in all or part of a BerkeleyX class, that data will be owned by UC Berkeley and subject to the same FERPA protections covering the Learner Data. To the extent edX owns the Learner Data, edX will promptly provide UC Berkeley with a copy of the Learner Data and grant to UC Berkeley a perpetual, royalty-free, non-exclusive, worldwide license to use Learner Data for scientific research, including research in the areas of cognitive science and education, for example, to evaluate the impact of edX on the worldwide educational community and to improve education on campus and online and to analyze statistics on student performance and how students learn. Any Learner Data shall be considered the Confidential Information of edX hereunder. Any transfer of Learner Data subject to FERPA will be governed by the terms of the Schedule C "FERPA School Official Agreement" to be entered into pursuant to this Master Agreement. Should edX release or otherwise publish Learner Data, it will be done in a way that promotes or discusses edX as a group, rather than particular universities and will be done in full compliance with applicable law.

8. Intellectual Property.

- a. Ownership of Course Content. The intellectual property rights in the course content will be as follows:
 - i. All right, title and interest in content created by UC Berkeley or its faculty will remain with UC Berkeley or its faculty.
 - ii. As between UC Berkeley and edX, MOOC improvements, such as translations, captioning, or video annotations produced in response to accessibility requests to accommodate learners with disabilities will be owned by UC Berkeley.

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- iii. To the extent that there is a creative contribution to the MOOC content by edX, edX hereby grants to UC Berkeley a world-wide, non-exclusive, perpetual, royalty-free, sub-licensable license to use such content in connection with distributing the MOOC. UC Berkeley will have no duty to account to edX for revenues associated with such MOOCs other than the obligations set forth in Section 5.
- b. Licensing of Course Content.
 - i. UC Berkeley hereby grants to edX a non-transferable, sublicensable, royalty-free, fully-paid up, worldwide, non-exclusive license during the Term to the content and content improvements for use on the edX platform. Thereafter, materials shall be available to edX for archive/historical purpose (i.e. not for use in active courses, but may continue to be made available to the public for reference purposes) for one (1) year. The content license will be executed as a Schedule D Copyright License to be entered into under this Master Agreement (the "Copyright License").
 - ii. EdX encourages institutions to license content on the edX platform under the Creative Commons' Attribution-NonCommercial-ShareAlike license (CC BY-NC-SA) or another appropriate open license. If UC Berkeley wishes to use an open license for its content, edX will include the terms of such open license with UC Berkeley's content. The remaining content on the site will be "all rights reserved" unless and until edX decides, in consultation with the Consortium and the edX Board of Trustees, that all or substantially all of the content on the edX platform should be open; provided, however, that no BerkeleyX course content will be licensed under an open license without UC Berkeley's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed. In the event UC Berkeley agrees to license Berkeley X course content under an open license, the terms of such open license shall be automatically be deemed to be incorporated by reference into the Copyright License referenced above between the parties and shall apply to the applicable BerkeleyX course content being licensed under such open license. UC Berkeley may offer BerkeleyX courses under a different licensing structure with the advance written consent of edX.
- c. Ownership of Platform. All right, title and interest to the platform, and all updates, modifications, enhancements, improvements or upgrades by UC Berkeley or others will be owned by edX, and the parties shall enter into the Contributor License Agreement attached hereto as Schedule E. The platform will be released under an open source license, at a time to be determined by edX. Prior to the release of platform open source, edX grants UC Berkeley a license to use the platform for the purposes of carrying out its obligations under this Master Agreement.

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- d. **Trademarks.** A license agreement for the use of UC Berkeley marks and logos will be executed as Schedule F to this Master Agreement. UC Berkeley will retain full ownership over its trademarks and tradenames used in connection with this collaboration. A license agreement for the use of the edX marks and logos will be executed as part of Schedule F to this Master Agreement. EdX will retain full ownership over its trademarks and tradenames used in connection with this collaboration.
9. **Representations and Warranties.** Each party represents and warrants that (a) it is a non-profit corporation duly organized, validly existing and in good standing under the laws of its applicable State; (b) this Master Agreement when duly executed and delivered by the party will constitute the legal, valid and binding obligation of the party enforceable in accordance with its terms; (c) the delivery and performance of this Master Agreement does not and will not conflict with, or constitute a default of any contract by which the party is bound or constitute a violation of any law, judgment, order, decree of any court or governmental authority; (d) the party will fully collaborate with the other party in an effort to accomplish the parties shared mission in accordance with the terms of this Master Agreement; (e) the party owns, or will own, the rights and interests in, or to, the edX platform or the BerkeleyX course content, as the case may be, necessary to grant the licenses and assignments of such property described in this Master Agreement; (f) its intellectual property being licensed hereunder does not, and will not, infringe any statutory or common law copyright, patent, privacy, trade secret or other intellectual property right, or contractual right of any third party; (g) the party will not engage in any conduct that is likely to result in or omit to take any action reasonably necessary to avoid damage to the other party's name or reputation or the academic integrity of the BerkeleyX course or the edX platform as the case may be. The parties agree that a breach by a party of any of the representations, warranties or covenants set forth above shall be considered a material breach of this Master Agreement.
10. **Non-Infringement.**
- a. **Content.** UC Berkeley will be responsible for ensuring that all content (including third party content contained in BerkeleyX courses) provided by UC Berkeley or its instructors to edX may be used and made available via the edX platform and/or edx.org website without infringing or violating any copyright or other intellectual property rights of any third party. EdX may take down content that is the subject of an actual or reasonably anticipated claim by a third party.
- b. **UC Berkeley Contribution to Platform.** UC Berkeley will make best efforts to ensure that all source code (including third party code) contributed to the edX platform by UC Berkeley or its representatives may be used and made available via edX without violating any copyright or other intellectual property rights of any third party. EdX may delete any code that is the subject of an actual or reasonably anticipated claim by a third party.

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- c. EdX Platform and Content. EdX shall be responsible for ensuring that the platform (including third party content contained in platform) and any copyrightable addition incorporated into Courseware provided by edX to UC Berkeley may be used and made available via the edX platform and/or edx.org website without infringing or violating any copyright or other intellectual property rights of any third party. UC Berkeley may request that edX take down any portion of any BerkeleyX course that is the subject of an actual or reasonably anticipated claim by a third party.

11. Indemnification

- a. Indemnification Obligation. Each party agrees to defend, indemnify, and hold harmless the other party, its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind arising out of the indemnified party's performance under this Master Agreement but only in proportion to and to the extent that such losses, expenses, damages and liabilities are caused by (i) the negligent or willful acts of the indemnifying party, its officers, employees, or agents, or, without limiting the foregoing, to the extent that such losses, expenses, damages and liabilities are caused by (ii) the inaccuracy or breach of any of the representations, warranties or covenants of the indemnifying party or its employees, agents, or subcontractors, and (iii) any breach by the indemnifying party, its employees, agents, or subcontractors of any applicable laws, regulations and rules, including any claims concerning disability access under federal or state laws.
- b. UC Berkeley IP Indemnification. Without limiting the generality of the foregoing provisions, UC Berkeley will indemnify and hold edX harmless from and against any liability, loss or expense (including reasonable attorneys' fees) arising out of any third party claim that the UC Berkeley contributed course content or UC Berkeley platform source code contributions violate the intellectual property rights of third parties.
- c. EdX Intellectual Property Indemnification. Without limiting the generality of Sections (a) and (b) above, edX will indemnify and hold UC Berkeley harmless for any liability, loss or expense (including reasonable attorneys' fees) arising out of any third party claim that the edX platform or any edX contribution to the UC Berkeley courses for distribution on the edX platform infringes upon the copyright, patent, trade secret or any other intellectual property rights of any third party.
- d. Indemnification Notice and Participation Rights. To avail itself of the right to seek indemnification as set forth above, the indemnified party must give notice to the indemnifying party of any possible claim for indemnification under this Master Agreement promptly after the indemnified party becomes aware of such possible claim. The indemnified party at its own

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expense may participate with counsel of its own choosing and appear on an equal footing with the indemnifying party in the defense of any such claim. The indemnifying party shall not consent to settle or compromise any claim without the prior written approval of the indemnified party.

12. Faculty/Participant Release. UC Berkeley will require and obtain from all of its faculty or other instructors providing course content for the edX platform an applicable license and release to enable UC Berkeley to grant the licenses set forth in Section 8(b). In addition, to the extent any other person participates in the development, teaching or administration of the course, UC Berkeley will require and obtain from such course participants a suitable license and release to enable UC Berkeley to grant the licenses set forth in Section 8(b).
13. Compliance with Laws. UC Berkeley and edX represent and warrant that they have complied and will comply with all applicable federal and state laws in connection with its activities hereunder, including without limitation, laws pertaining to data privacy, privacy of educational records, accommodation of disabled students, and laws governing Title IV eligible institutions.
14. Insurance. Each party shall be solely responsible for obtaining workers compensation insurance for its employees and agents and such other insurance as may be required by applicable laws. In addition, each party agrees to carry (or, in UC Berkeley's case, to self-insure for) general liability insurance in an amount not less than \$1,000,000 per occurrence. Any insurance policy required above shall name the other party as additional insured on broad form endorsements with respect to all bodily injury, personal injury, products/completed operations injury, advertising injury, and property damage liability arising out of the party's operations, services or products.
15. Commitment to edX. During the five-year period commencing on the Effective Date, UC Berkeley will encourage the UC Berkeley faculty to use edX as the preferred platform of choice for delivery of MOOC's by UC Berkeley faculty. UC Berkeley will not as an institution enter into any campus-wide collaboration or similar agreement with or permit or allow its names, trademarks, logos or insignia to be used in connection with (i) any online learning endeavor offering MOOCs other than edX, provided, however, that Berkeley may host its own MOOCs. Nothing in this paragraph limits the ability of individual departments, labs, centers, or faculty members to enter into any agreements, collaborations or other partnerships regarding online course offerings. The foregoing does not apply to online distance education endeavors, including UC Berkeley Extension, or other online courses that UC Berkeley currently provides (or has announced as being available in the upcoming academic year), such support being "grandfathered" and not required to be terminated as a result of the foregoing commitment by UC Berkeley.
16. Publicity. Neither edX nor UC Berkeley will make any press or media announcements concerning this Master Agreement or use the other's names, trademarks, logos, or insignia, or any version,

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abbreviation or representation of them, in any advertising, publicity, promotional materials or other public announcement without the prior written consent of the other.

17. Linking. UC Berkeley will provide a link to the edX website from its homepage or other prominent page in a form mutually agreed to by the parties. EdX will provide prominent placement of a link to UC Berkeley in a form mutually agreed to by the parties.

18. Term and Termination.

- a. The term of this Master Agreement ("Term") will commence as of the Effective Date and will continue until terminated pursuant to Section (b) below.
- b. This Master Agreement may be terminated:
 - i. Upon the mutual written agreement of the parties; or
 - ii. After the 5-year anniversary of the Effective Date by either party upon 60 days prior written notice to the other party, provided, however, that all sums paid to edX on or prior to the date of termination shall not be refunded, provided that absent such notice of termination from either party this Master Agreement shall automatically extend for consecutive one year terms; or
 - iii. By either party upon 30 days' written notice to the other party in the event of a material breach of this Master Agreement by such other party that remains uncured for 60 days after the breaching party is notified in writing of or otherwise becomes aware of its breach; or
 - iv. By either party upon 30 days' written notice to the other party in the event of a material breach of any of agreement contained in the attached Schedules by such other party that remains uncured for 60 days after the breaching party is notified in writing of or otherwise becomes aware of its breach; or
 - v. By either party if the other party becomes involved in bankruptcy or any other insolvency proceedings, which proceedings do not end within 60 days from the commencement thereof; or
 - vi. If there are fundamental differences between the edX Board and the X University Consortium or UC Berkeley concerning the direction that edX and BerkeleyX MOOCs should take such as to render it practically impossible for edX and UC Berkeley to continue to collaborate in a mutually beneficial manner.

19. Effect of Termination.

- a. Subject to the provision of the next paragraph, each party shall cease all use of the other party's intellectual property, and edX shall surrender to UC Berkeley all Courseware and any reproductions thereof, except for one copy that may be maintained solely for archival purposes and not distributed.

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- b. Upon termination of this Master Agreement by either party, the parties shall allow each student then taking the Berkeley X courses to complete all individual courses that such student has commenced prior to the termination of the Agreement.
 - c. Upon termination of this Master Agreement, any terms of this Master Agreement that by their nature extend beyond the termination of this Master Agreement, including, without limitation, the terms of Sections 7, 8, 9, 10, 11, 19, 20, 22, 25 and 26 will continue in full force and effect.
20. Confidentiality. Subject to UC Berkeley's obligations under the California Public Records Act, the parties each agree to keep confidential (and not use other than for the purposes of this Master Agreement) information which is identified by the disclosing party as proprietary; provided, the foregoing is not intended to limit the obligation of the parties to provide open source licenses to materials as identified in Section 8, the ability of a party to conduct research regarding the Learner Data or the ability of a party to distribute or publish that research. Further, this obligation shall not apply (a) to materials the recipient already knows, receives from a third party without any obligation of confidentiality, or independently develops or (b) to the extent required to be disclosed by law, court order, or governmental order. Personally identifiable information and student educational records shall be maintained in confidence as required by law.
21. Review of edX Operation. UC Berkeley may request copies of (a) applicable edX records, including testing results in relation to the BerkeleyX courses, (b) edX's compliance policies and procedures applicable to its services and obligations hereunder, and (c) any other records reasonably necessary to ensure edX's compliance with the terms and conditions of this Master Agreement ("Review"). Any information provided by edX hereunder shall be deemed Confidential Information for purposes of this Master Agreement to the extent it does not meet one of the exceptions set forth in the definition of that term.
22. Notices. Any notice or other communication required or permitted under this Master Agreement or the Schedules hereto will be properly addressed to the other party as set forth below and will be: (a) hand delivered; (b) mailed, postage prepaid, first class, certified mail, return receipt requested; or (c) sent, shipping prepaid, receipt requested via a reputable courier service. Either UC Berkeley or edX may change its address to which notices will be sent by giving notice to the other party in accordance with the terms of this Section 22.
- For notices to University:
John Wilton
Vice Chancellor for Administration & Finance
University of California, Berkeley
200 California Hall - MC 1500
Berkeley, CA 94720-1500

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For notices to edX:
Tena Z. Herlihy
Vice President Business and Legal Affairs
edX Inc.
11 Cambridge Center, Suite 101
Cambridge, MA 02142

23. **Entire Agreement.** This Master Agreement (including all Schedules hereto) contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreement between the parties. No change, amendment, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
24. **Successors and Assigns.** This Master Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties, provided that neither party may assign, transfer, subcontract or sublicense transfer (including without limitation by any attempted assignment or transfer that would arise from a sale or transfer of edX's business or assets or acquisition of all of the equity or any change of control of edX) this Master Agreement in whole or in part or any of its rights or obligations hereunder without the prior written consent of the other. Any such assignment or transfer or attempted assignment or transfer without the written consent of the other party shall be void *ab initio* and result in the immediate and automatic termination of this Agreement without any requirement of notice or other action by the non-assigning or non-transferring party.
25. **Governing Law.** This Master Agreement and any claim or dispute arising out of, relating to or in connection with this Master Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflicts of law principles.
26. **Other.** Neither party nor any affiliate (nor any faculty member, trustee, officer, director, employee or agent of any of them) will be liable to the other for any indirect, special, incidental, or consequential damages sustained or incurred in connection with this Master Agreement and the services that are subject to this Master Agreement, regardless of the form of action and whether or not such damages are foreseeable. The parties are acting hereunder as independent contractors and this Master Agreement shall not be construed as any authority for either party to act for the other party in any agency, joint venture or other capacity, or to make commitments of any kind for the account of or on behalf of the other. This Master Agreement is the entire agreement between the parties as to the matters hereunder and there are no other contracts, express or implied. This Master Agreement may be amended or modified only by a writing signed by each party.

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If the foregoing accurately reflects the shared understanding of edX and UC Berkeley, please sign where indicated below. Speaking for edX and its founding X Universities, I am enormously pleased, excited, and honored by the addition of UC Berkeley to edX. We look forward to changing the world together.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anant Agarwal', with a long horizontal flourish extending to the right.

Anant Agarwal
President, edX

Agreed:

The Regents of the University of California on behalf of the University of California, Berkeley

By: A handwritten signature in black ink, appearing to read 'John Wilton', with a long horizontal flourish extending to the right.

John Wilton
Vice Chancellor for Administration & Finance

Date: 5/1/13

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Schedule A
Course Development Protocol, Timeline and
Description of Training Services provided for edX-Supported Courses Only

This Schedule A applies to courses provided to UC Berkeley with course development support under Section 5(a) above only. This Schedule does not apply to Self Service courses described in Section 5(b) above.

edX Responsibilities

- Through edX University Relations Services:
 - Undertake assessment of Institution capacities
- Through edX Educational Services
 - Appoint a Program Manager (“PM”) to manage overall workflow for course production. PM will:
 - Coordinate the training for the course team (See Training Schedule below for specifics)
 - Coordinate edX video post-production and scheduling
 - Review problem types and assessments for best practices in incorporating learning sequences into edX Courseware.
 - Assist in finding effective ways to adapt homework/exercise problems to edX Courseware
 - In general, coordinate access to Educational Services, Course Engineering, Video production and Engineering
 - Manage the overall course development, utilizing the course team and edX resources to bring a course online, to manage that course while it is in session, and to close down the course after completion.
 - Pre-Production services which may include faculty coaching for content delivery inside the edX platform
 - Video consultation for production services
 - Post-Production services that include editorial services, compression services, and video workflow management
 - Access to an edX vendor for transcription services
- Through edX Course Engineering Services:
 - Provide an edX engineer to assess technical platform requirements for the course
 - EdX Course Engineering Services may develop software for blades, graders, and/or platform improvement depending on reasonable course requirements and edX Course Engineering and Platform Engineering capacity

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- Through edX Marketing Services
 - Provide access to edX Marketing and Public Relations teams to:
 - Support outboard communications to students
 - Provide course promotion and enrollment services

Institution Responsibilities

- Faculty to provide overall course ownership
 - Responsible for overall quality of the course
 - Create video lecture content and exercises for learning sequences
 - Provide edX PM with: course specifications (such as course title and number, instructor(s), class length, etc.); and description of course content, including assignments and exercises in a timely way for marketing purposes
 - Identify suitable material for prototype week¹ and engage closely with course coordinator and edX PM to finalize a prototype week.
 - Create appropriate assessments to measure online student learning
 - Work with Institution administration to ensure copyright clearance for all course content
 - Work with Institution administration and edX to provide any necessary accommodations for learners with disabilities
- Appoint a Course Coordinator -- Head TA or Post Doc to:
 - Manage the Institution course team
 - Coordinate with edX Program Manager for schedules and testing
 - Contribute to courseware development
- Appoint TAs and other Institution staff to:
 - Use edX Studio to build courseware
 - Contribute to content creation
 - Contribute to testing content
 - Monitor and manage Discussion Forums
- Engage students registered for the online course to:
 - Contribute to testing content
 - Manage learner community in course forums

¹ Prototype week occurs when one unit of a course (a unit can be one week, one lesson plan, etc.) is completely built out as a stand-alone unit so that edX staff and appropriate Institute staff if applicable can review and test the unit.



Schedule A Cont. Course Development Timeline for edX-Supported Model

For each course:

BENCHMARK
1. Kickoff meeting
2. Course Engineering Consultation by edX
3. Video Consultation with edX
4. Appoint Head TA/Course coordinator staff
5. Identify Full staff
6. Prototype week
7. Set course start date and provide all marketing materials for course promotional purposes
8. Begin production
9. Assessment of readiness (3 weeks prior to start) and confirmation of course start date and "About" page.
10. Course begins, production continues as necessary.
11. Set course end date
12. Award certificates
13. Distribute edX survey

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Schedule A Cont. Training Services for edX Supported Model

EdX will provide training to Institution's faculty and other instructional staff with respect to:

- **Assembling a course team, including, e.g.:**
 - Components of a successful UniversityX course team
 - The role of an edX Program Manager
- **Creating and delivering the course, including, e.g.:**
 - Using good online pedagogy
 - How to use edX Edge and Studio technologies (with access to a special edX101 portal)
 - Writing questions in Studio
 - Designing and building complete courses
 - Building the first week of the course as the key to success
- **Video production capacity and skill, including, e.g.:**
 - Assessing existing resources
 - Principles of good video production for high-quality online delivery
 - Video acquisition and workflow
- **Program management skills for visibility to key stakeholders (i.e., course team and teaching staff) of course development, including, e.g.:**
 - Reporting velocity of course production
 - Estimating scope of course content and development needs
 - Assessing training and staffing needs of course team
 -
- **Using program management tools to track schedules of deliverables during course development**
 - Building on existing processes and using tools that have led to best results at partner colleges and universities
- **Administering the course, including, e.g.:**
 - Use of assessment tools on the edX platform
 - Using the discussion forums to create a presence online
 - Responding to direct contact from learners
 - Best practices for communicating with the edX learner community
- **Training by edX engineering and video services staff may be onsite and/or via webinars**

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Schedule B
Form of Course Certificate



CERTIFICATE
Issued Nov. 8th, 2012

This is to certify that

Ravi Ranjan Kumar

successfully completed

CS169.1x: Software as a Service

a course of study offered by BerkeleyX, an online learning
initiative of THE UNIVERSITY OF CALIFORNIA AT BERKELEY, through edX.

Armando Fox
Academic Director for Online Education
Adjunct Associate Professor
UC BERKELEY

Diana Wu
Executive Director for Online Education
UC BERKELEY

David Patterson
Pardee Professor of Computer Science
UC BERKELEY

HONOR CODE CERTIFICATE

*Authenticity of this certificate can be verified at <https://verify.edx.org/cert/9478e71da3774018ae2770ed10b16323>

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Schedule C
FERPA SCHOOL OFFICIAL AGREEMENT

This Agreement is made effective as of May 1, 2013 between edX Inc., a Massachusetts nonprofit educational corporation with an address at 11 Cambridge Center, Suite 101, Cambridge, Massachusetts 02142 ("edX"), and The Regents of the University of California, on behalf of the University of California, Berkeley ("UC Berkeley").

RECITALS

- A. EdX and UC Berkeley have entered into a letter agreement dated as of the date above ("Master Agreement") whereby the parties work together to offer BerkeleyX MOOCs (as defined in the Agreement) ("BerkeleyX Courses") via the edX online platform, and edX will provide hosting and delivery services for the BerkeleyX Courses.
- B. While hosting and delivering the BerkeleyX Courses and for some time thereafter, edX will have access to and/or store on its servers educational records and personally identifiable information of learners who have registered for BerkeleyX Courses ("BerkeleyX Learners"), as to which UC Berkeley may have certain obligations under the Family Educational Rights and Privacy Act and its supporting regulations.

In consideration of the mutual covenants and agreements of the parties contained herein, the parties agree as follows:

1. ADDITIONAL DEFINITIONS. —

- a. "FERPA" means the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the Family Educational Rights and Privacy Act Regulations (34 CFR Part 99), as amended or otherwise modified from time to time.
- b. "BerkeleyX Education Records" means Education Records (as that term is defined in FERPA) concerning BerkeleyX Learners or UC Berkeley students that edX comes to have in connection with BerkeleyX Courses or the edX educational venture.
- c. Other capitalized terms that are not defined elsewhere in this Agreement have the meanings given to them under FERPA.

2. EdX AS CONTRACTOR. — EdX agrees that as a contractor to whom UC Berkeley has outsourced institutional services:

- a. EdX is performing an institutional service for which UC Berkeley would otherwise use UC Berkeley employees;
- b. EdX is under the direct control of UC Berkeley with respect to Personally Identifiable Information from Education Records; and

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- c. EdX is subject to and will comply with all FERPA requirements governing the use and redisclosure of Personally Identifiable Information from Education Records, including without limitation the requirements of 34 CFR § 99.33(a).
3. **MAINTENANCE AND ACCESS.** — EdX will maintain the UC Berkeley Education Records during the term of this Agreement. If UC Berkeley wishes to gain access to any of the UC Berkeley Education Records, edX will provide electronic copies to UC Berkeley promptly upon request.
4. **DISCLOSURES BY edX.** — EdX will cooperate with UC Berkeley in making disclosures of UC Berkeley Education Records that UC Berkeley is required or wishes to make. If edX receives a request for information for an UC Berkeley Education Record, edX will, if permitted by applicable law, inform UC Berkeley and follow its directions in responding. EdX will maintain a record of the disclosures it makes, in accordance with FERPA. EdX will not disclose any Personally Identifiable Information from an UC Berkeley Education Record without UC Berkeley's approval.
5. **APPROVALS AND CONSENTS BY UC Berkeley.** — UC Berkeley will designate a person who will be authorized to give approvals and consents on UC Berkeley's behalf for purposes of this Agreement, and edX will deal with that person in connection with such matters.
6. **TERM AND TERMINATION.** — This Agreement will remain in effect for as long as edX holds UC Berkeley Education Records or until such earlier time as edX and UC Berkeley replace this FERPA School Official Agreement with a different one.
7. **WAIVER.** — To the extent permitted by law, a party may waive one or more of another party's obligations or its own rights under this Agreement. A party's waiver shall be read narrowly to apply only to the rights or obligations described in the waiver, and the waiver may not be construed to waive any future obligation or exercise of rights.
8. **ASSIGNMENT.** — Neither party may assign this Agreement or any of its rights or obligations hereunder to a third party, including, without limitation, by merger with a third party, without the prior written consent of the other. Any attempted assignment in violation of this Section will be void.
9. **INDEMNIFICATION.** Subsections 11(a) and (d) of the Master Agreement are incorporated in their entirety herein by reference.
10. **MODIFICATION.** — This Agreement may be amended only by a writing signed by all parties to this Agreement.

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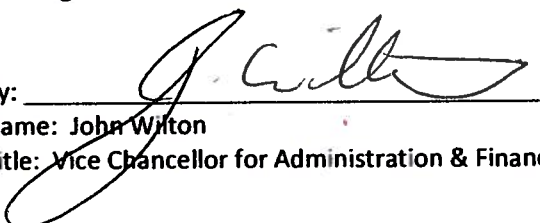


11. WHOLE AGREEMENT. — This Agreement together with the Master Agreement (1) represents the entire understanding between the parties with respect to its subject matter and (2) supersedes all contemporaneous and previous statements, representations, agreements, and understandings between the parties, whether oral, written, or otherwise memorialized, that relate to the subject matter of this Agreement.

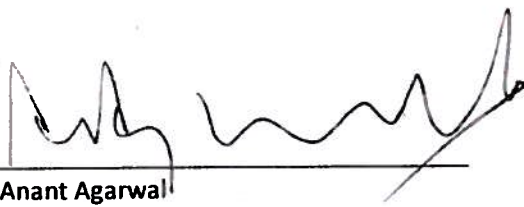
12. COUNTERPARTS. — This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

The Regents of the University of California on behalf of the University of California, Berkeley

By: 
Name: John Wilton
Title: Vice Chancellor for Administration & Finance

edX Inc.

By: 
Name: Anant Agarwal
Title: President, edX

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Schedule D Copyright License

This license agreement (this "Agreement") is made and entered into as of May 1, 2013 (the "Effective Date"), by and between The Regents of the University of California, on behalf of the University of California, Berkeley ("UC Berkeley"), and edX Inc., a corporation organized under the laws of Massachusetts, with an address of 11 Cambridge Center, Suite 101, Cambridge, MA 02142 ("edX").

Recitals

- A. Reference is made to that certain letter agreement dated May 1, 2013, by and between UC Berkeley and edX regarding their collaborative efforts in online education (together with all Schedules thereunder, the "Master Agreement").
- B. The Master Agreement is incorporated in its entirety herein by reference; in the event of irreconcilable conflict or inconsistency between the Master Agreement and this Agreement, the Master Agreement shall control, provided, however, that any doubt about the consistency of the Master Agreement and this Agreement shall be resolved in favor of consistency. Specific reference in this Agreement to any provision of the Master Agreement is for purposes of clarity and shall not be deemed to derogate in any way from the incorporation of the Master Agreement in its entirety in this Agreement.
- C. This Agreement is the content license from UC Berkeley to edX contemplated and required by Section 8(b) of the Master Agreement.
- D. This Agreement is intended to set forth the terms and conditions on which UC Berkeley will provide and license rights in course content that is created solely by UC Berkeley or its faculty ("BerkeleyX Course Content") for use on the edX platform for purposes of online courses of instruction, whether such courses are "massive open online courses" ("MOOCs") (as this term is defined in the Master Agreement) or courses of a different scale and nature.

Grant of License – Terms and Conditions

- 1. License. To the extent applicable and with respect to the BerkeleyX Course Content not contributed to edX with Creative Commons or other open source licensing attached, UC Berkeley as licensor hereby grants to edX as licensee on the terms and conditions set forth in this Agreement a non-exclusive, non-transferable, sublicensable, royalty-free, fully paid-up, worldwide license to BerkeleyX Course Content for use in connection with the edX platform for, and edX services related to, online education, such license to apply to all media provided by UC Berkeley that edX may employ for purposes of online education whether now or only hereafter existing. The foregoing license includes without limitation the right to reproduce, modify, adapt, translate, distribute, transmit, publicly display, publicly perform and otherwise disseminate and make available the BerkeleyX Course Content and

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- improvements thereto in conformance with the rights and obligations of the Master Agreement, provided that edX will not substantively modify, adapt or translate the BerkeleyX Course Content without the prior written consent of UC Berkeley. Notwithstanding the foregoing, if edX has removed a BerkeleyX Course from the edX platform (or blocked access to such Course) due to reasonable copyright or other reasonable concerns, edX shall not have the right to allow public access to such BerkeleyX Course Content without UC Berkeley's written consent.
2. Sublicense. In those instances where UC Berkeley has contributed BerkeleyX Course Content without Creative Commons or other open source licensing attached, edX shall have the right to sublicense to third parties any or all of the rights granted to edX by this Agreement provided that any such sublicense shall (a) be subject to the terms and conditions of this Agreement and the Master Agreement and the proposed sublicensee shall have so acknowledged in writing, and (b) terminate upon termination of this Agreement except to the extent required to allow edX to fulfill obligations undertaken in good faith prior to termination of this Agreement, provided that as between edX and UC Berkeley, edX will be responsible for the performance of this Agreement and any liability associated with any breach of this Agreement by any of edX's sublicensees.
 3. Term. Unless sooner terminated pursuant to Section 6 hereof, the term of this Agreement shall be from the Effective Date and continue during UC Berkeley's participation in edX's programs of online education pursuant to the Master Agreement and thereafter the term of this Agreement shall continue for one year following the termination of such participation by UC Berkeley. For one year after the termination of this Agreement, edX may continue to use BerkeleyX Course Content for archival or historical purposes and allow public access to BerkeleyX Course Content for reference purposes, provided, however, that BerkeleyX Course Content may not be used in any active courses of instruction. Notwithstanding the foregoing, if edX has removed a BerkeleyX Course from the edX platform due to copyright or other concerns, edX shall not have the right to allow public access to such BerkeleyX Course Content without UC Berkeley's written consent.
 4. Open-content licenses. For purposes of clarity, the provisions in Section 8(b)(ii) of the Master Agreement and any further agreement between the parties regarding the license of any Berkeley X course content under and open license, are hereby incorporated herein by reference, and are in addition to and not in limitation of the provisions regarding sublicense in Section 2 of this Agreement.
 5. Indemnification. Subsections 11(b) and (d) of the Master Agreement are incorporated in their entirety herein by reference.
 6. Termination. This Agreement may be terminated (a) upon the mutual written agreement of the parties, (b) immediately upon the termination of the Master Agreement; or (c) if either party shall fail to perform any of the material terms or conditions of this Agreement and such material breach shall not have been cured within 30 days after the other party has given written notice thereof to the breaching party.

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7. Survival. Upon termination of this Agreement, any terms of the Agreement that by their nature extend beyond the termination of this Agreement, including without limitation Sections 3-5, shall survive such termination and continue in full force and effect.
8. Entire Agreement. This Agreement, together with the relevant provisions of the Master Agreement, is the entire agreement between the parties relating to the subject matter hereof.
9. No Assignment. EdX may not assign or transfer this Agreement without the express written consent of University. Any such assignment or transfer or attempted assignment or transfer without the written consent of University shall be void *ab initio* and result in the immediate and automatic termination of this Agreement without any requirement of notice or other action by the non-assigning or non-transferring party.
10. Waiver. No waiver or modification of this Agreement shall be valid unless in writing signed by each party.
11. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this Agreement shall remain in full force and effect.
12. No Agency. Nothing herein will be deemed to constitute either edX or UC Berkeley as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither edX nor UC Berkeley will be responsible for the acts or omissions of the other, and neither edX nor UC Berkeley will have the authority to speak for, represent, or obligate the other party in any way without prior written authority from the other party.
13. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of edX and UC Berkeley hereto and their permitted successors and assigns.
14. Headings. This Agreement contains headings only for convenience and the headings do not constitute or form a part of this Agreement, and should not be used in the construction of this Agreement.
15. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile or scanned signatures shall be deemed original signatures for all purposes.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

edX Inc.

By 

Name: Anant Agarwal

Title: President

Date:

The Regents of the University of
California, on behalf of the University
of California, Berkeley

By 

Name: John Wilton

Title: Vice Chancellor

Date: 5/1/13

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Schedule E
Contributor License Agreement

To be negotiated in good faith following the Effective Date.

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Schedule F Trademark License Agreement

This license agreement (this “Agreement”) is made and entered into as of May 1, 2013 (the “Effective Date”), by and between The Regents of the University of California, on behalf of the University of California, Berkeley (“UC Berkeley”), and edX Inc., a nonprofit corporation organized under the laws of Massachusetts, with an address of 11 Cambridge Center, Suite 101, Cambridge, MA 02142 (“edX”).

Recitals

- A. Reference is made to that certain letter agreement dated May 1, 2013, by and between UC Berkeley and edX regarding their collaborative efforts in online education (together with all Schedules thereunder, the “Master Agreement”).
- B. The Master Agreement is incorporated in its entirety herein by reference; in the event of irreconcilable conflict or inconsistency between the Master Agreement and this Agreement, the Master Agreement shall control, provided, however, that any doubt about the consistency of the Master Agreement and this Agreement shall be resolved in favor of consistency. Specific reference in this Agreement to any provision of the Master Agreement is for purposes of clarity and shall not be deemed to derogate in any way from the incorporation of the Master Agreement in its entirety in this Agreement.
- C. This Agreement is the license from UC Berkeley to edX of UC Berkeley’s marks and logos that is contemplated and required by Section 8(d) of the Master Agreement.
- D. This Agreement sets forth the terms and conditions on which UC Berkeley will license the marks and logos listed on Exhibit A attached hereto (the “Marks”) for use by edX in connection with the edX services contemplated by, and to be performed pursuant to, the Master Agreement, including without limitation computer-hosting; course-production; online and blended instruction, whether in the form of “massive open online courses,” as defined in the Master Agreement, or otherwise; data compilation and research; certification of mastery of subject matter; and all such other services as may be reasonably provided by edX in support of the foregoing or as may be agreed to in writing by UC Berkeley and edX (the “Services”). UC Berkeley’s consent to a written request by edX for inclusion of any given additional service as a Service in connection with which the Marks may be used pursuant to this Agreement shall not be unreasonably withheld.

Grant of License – Terms and Conditions

- 1. License. UC Berkeley as licensor hereby grants to edX as licensee on the terms and conditions set forth in this Agreement a non-exclusive, non-transferable, sublicensable, royalty-free, fully paid-up, worldwide license to use the Marks in connection with the Services.
- 2. Sublicense. To the extent authorized to do so by the Master Agreement, edX has the right to enter into third party agreements regarding the edX platform. In conformance with these rights, edX shall have the right to sublicense to third parties any or all of the rights granted to edX by this Agreement provided that any such sublicense shall (a) be subject to the terms and

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conditions of this Agreement and the relevant provisions of the Master Agreement and the proposed sublicensee shall have so acknowledged in writing, and (b) terminate upon termination of this Agreement except to the extent required to allow edX to fulfill obligations undertaken in good faith prior to termination of this Agreement. edX shall be responsible for the performance by any sublicensee of all obligations imposed by this Agreement.

3. **Term.** Unless sooner terminated pursuant to Section 10 hereof, the term of this Agreement shall be from the Effective Date and continue during University's participation in edX's programs of online education pursuant to the Master Agreement.
4. **Title in University.** edX acknowledges that UC Berkeley is the owner of the Marks and that all use of the Marks by edX and its sublicensees shall inure to the benefit of University. EdX shall not do anything that is inconsistent with such ownership and shall neither acquire nor claim any title to the Marks by virtue of this Agreement or edX's use of the Marks.
5. **Infringement.** EdX will immediately advise UC Berkeley of any infringement of the Marks. UC Berkeley will have the sole right to take legal action.
6. **Manner of Use.** EdX acknowledges that UC Berkeley has the right to establish specifications for the manner of display and other uses of the Marks in all media whether now or only hereafter existing. From time to time, UC Berkeley may notify edX of any such specifications, and edX will use the Marks only in substantial compliance with the then most recent version of such specifications.
7. **Quality Control.** The quality of the Services to be provided by edX under the Marks shall meet or exceed all standards and requirements applicable by law; generally accepted in the relevant industry; imposed by any governmental, quasi-governmental, or private rating or accreditation agency to whose oversight or jurisdiction in such matters either UC Berkeley or edX is subject, whether by agreement or otherwise; and any and all other standards that may be reasonably specified in writing from time to time by University.
8. **Limited Warranty:** The University warrants that it has the lawful right to grant this license. The University grants license under this Agreement to the Marks WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY THAT ANY UNIVERSITY TRADEMARK WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT. Nothing in this Agreement will be construed as: a) A warranty or representation by the University as to the validity or scope of Marks; b) A warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of trademarks of third parties; c) Obliging the University to bring or prosecute actions or suits against third parties for trademark infringement.
9. **Indemnity.** EdX shall indemnify and hold harmless UC Berkeley and its affiliated entities and members of their governing boards and their respective officers, employees, and agents, from

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and against all claims including without limitation reasonable attorneys' fees brought by third parties arising from the quality or nature of the Services provided under the Marks or edX's use of the Marks outside the scope of this Agreement or the Master Agreement. UC Berkeley represents and warrants that it is the owner of the Marks and that edX's use of the Marks in accordance with this Agreement shall not infringe the intellectual property rights of any other person. UC Berkeley shall indemnify and hold harmless edX and its affiliated entities and members of their governing boards and their respective officers, employees, and agents, from and against all claims including without limitation reasonable attorneys' fees brought by third parties arising from any breach of the foregoing representation and warranty.

10. Termination. This Agreement may be terminated (a) upon the mutual written agreement of the parties, (b) immediately upon termination of the Master Agreement or (c) if either party shall fail to perform any of the material terms or conditions of this Agreement and such material breach shall not have been cured within 30 days after the other party has given written notice thereof to the breaching party. Upon termination for any reason, edX will immediately cease and desist from use of the Marks, provided that edX shall have a reasonable period of time, not to exceed six months, to remove the Marks from its materials in all media after which period all remaining supplies of such materials shall be destroyed. Notwithstanding the foregoing, edX shall not be required either (a) to procure the removal of displays of the Marks from any locations on the Internet that it does not control, though edX will cooperate with University, upon University's written request and at University's sole expense, in any undertaking by UC Berkeley to procure such removal, or (b) to retrieve for destruction any printed materials bearing the Marks that have already been disseminated to third parties.
11. Survival. Upon termination of this Agreement, any terms of the Agreement that by their nature extend beyond the termination of this Agreement, including without limitation Sections 2 and 9, shall survive such termination and continue in full force and effect.
12. Entire Agreement. This Agreement, together with the relevant provisions in the Master Agreement, is the entire agreement between the parties relating to the subject matter hereof.
13. No Assignment. EdX may not assign or transfer this Agreement without the express written consent of University. Any such assignment or transfer or attempted assignment or transfer without the written consent of University shall be void *ab initio* and result in the immediate and automatic termination of this Agreement without any requirement of notice or other action by the non-assigning or non-transferring party.
14. Waiver. No waiver or modification of this Agreement shall be valid unless in writing signed by each party.
15. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law the remaining provisions of this Agreement shall remain in full force and effect.
16. Notices. Any notice or other communication required or permitted under this Agreement will be properly addressed to the other party as set forth below and will be emailed to the contact

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identified below. Either University or edX may change its address to which notices will be sent by giving notice to the other party in accordance with the terms of this Section 16.

For notices to University: mrubinsh@berkeley.edu. For notices to edX: tenazara@edx.org.

17. No Agency. Nothing herein will be deemed to constitute either edX or UC Berkeley as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither edX nor UC Berkeley will be responsible for the acts or omissions of the other, and neither edX nor UC Berkeley will have the authority to speak for, represent, or obligate the other party in any way without prior written authority from the other party.
18. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of edX and UC Berkeley hereto and their permitted successors and assigns.
19. Headings. This Agreement contains headings only for convenience and the headings do not constitute or form a part of this Agreement, and should not be used in the construction of this Agreement.
20. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Facsimile or scanned signatures shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as set forth below.

edX Inc.

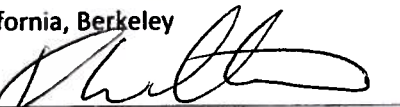
By 

Name: Anant Agarwal

Title: President

Date:

The Regents of the University of
California on behalf of the University of
California, Berkeley

By 

Name: John Wilton

Title: Vice Chancellor for Administration &
Finance

Date: 5/1/13

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Exhibit A

LICENSE OF BERKELEY MARKS

- a. Pursuant to Section 8(d) of the Master Agreement and the Agreement, UC Berkeley grants edX permission to use its trademarks, logos, and trade names (hereinafter, "Berkeley Marks"), including but not limited to (i) the word marks "UC Berkeley", "BerkeleyX", "University of California, Berkeley", and "Berkeley"; (ii) the Berkeley Logo, as shown in Section (d) below; and (iii) "Berkeley" in University Old Style, a University copyrighted typeface, as exemplified in Section (e) below. These Marks may be used for the purposes outlined in this Agreement, such as in combination with edX's "X" name/symbol, and for the term specified herein. Accordingly, if directed by UC Berkeley's Office of Marketing and Business Outreach ("OMBO"), appropriate trademark designations/notices, shall be included in any and all media in which edX has been granted permission to use Berkeley Marks. The Berkeley Marks are protected by state, federal, and international laws and their use, beyond the scope of work outlined in this agreement, may not be extended to other media or agreements without prior written permission from OMBO or other delegated authority.
- b. The Berkeley Marks shall be used only in the exact form, style and type as prescribed by the University's Branding Guidelines available at <http://brand.berkeley.edu>.
- c. In compliance with the UC Berkeley's efforts to ensure that products bearing its name and other trademarks are produced in a manner consistent with its social and environmental sustainability efforts, edX agrees to use only vendors officially authorized by the University when Berkeley Marks are placed on goods for give away or resale (e.g., portfolios, pens, t-shirts, etc.). Lists of licensed vendors are available from <http://ombo.berkeley.edu>, or any successor website.
- d. Berkeley Logo:

Berkeley
UNIVERSITY OF CALIFORNIA

Berkeley

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