

## **STATE UNIVERSITY SYSTEM ONLINE COURSE HOSTING AND SERVICES AGREEMENT**

This STATE SYSTEM ONLINE COURSE HOSTING AND SERVICES AGREEMENT (this "Agreement"), dated as of May 29, 2013 (the "Effective Date"), is by and between Coursera, Inc., a Delaware corporation, with a principal place of business at 1975 W. El Camino Real, Suite 202, Mountain View, CA 94040 ("Coursera") and The Tennessee Board of Regents, an instrumentality of the State of Tennessee, ("System"). Each of Coursera and System may hereinafter be referred to as a "Party," and collectively, the "Parties."

### **BACKGROUND**

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

**WHEREAS**, System desires to implement Coursera's proprietary platform in a pilot project to study the efficacy of the Coursera proprietary platform in comparison to the delivery systems currently used by System and to support course development by its instructors and make online content available for use in connection therewith by System students.

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

### **AGREEMENT**

#### **1. STRUCTURE**

System is entering into this Agreement on behalf of itself and its institutions throughout the state.

The System and Coursera intend to collaborate on a pilot project ("Pilot Project") whereby Coursera will host on its Platform multiple sections of two (2) Courses during the first semester of the Pilot Project, with content created by an Institution of the System. System, at its sole discretion, may elect to increase the number of sections and/or Courses offered in subsequent semesters or summer sessions. The Pilot Project will consist of Guided Courses, as defined hereafter, which will be selected by representatives of the System and Coursera on the basis of mutually determined criteria. The parties shall agree to select courses that traditionally have a sufficient number of students in multiple sections each semester to provide a reliable basis for statistical analysis.

In the final phase of the Pilot Project, System and Coursera shall compare and evaluate the results of preparing and offering courses through the System's traditional face to face and online methodologies and offering Guided Courses on the Platform. The evaluation criteria shall include, but not be limited to, the completion rate as well as the student learning outcomes.

The commitment to produce Guided Courses under the Pilot Project shall be the only obligation of the System pursuant to this Agreement although it does not preclude additional course development.

2. **DEFINITIONS.** Capitalized terms used in this Agreement will have the meaning provided in this Section 2 or as otherwise provided where such terms are first used.

**“ADA Compliance Protocol”** means the protocols relating to the Americans with Disabilities Act (“ADA”) setting forth the Parties’ responsibilities for providing accommodations to Registered Students with disabilities with respect to Course Content offered through the Platform, as set forth in **Exhibit E**, attached hereto.

**“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, assessments and syllabi.

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

**“Course Content”** has the meaning provided in Section 3.1.

**“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 Registered Students 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, as more fully described in Exhibit “F”.

**“Course Development Agreement”** means a document, to be mutually agreed upon, substantially in the form of **Exhibit A**, attached hereto, which sets forth a description of the Course, the applicable criteria or standards for such Course (*e.g.*, class length, hours per week, Instructor, Course Lifespan and certain Instructor responsibilities), responsibilities for making accommodations for Registered Students with disabilities, and such other Course-specific matters as Coursera, Institution and Instructors may agree.

**“Course Fees”** have the meaning set forth in Section 7.1.

**“Development Fees”** have the meaning set forth in Section 7.1

**“Coursera Website”** means the website owned or controlled by Coursera that offers online Courses through the Platform.

**“Guided Course”** means a course offered in accordance with Section 4.1 of this Agreement.

**“Institution”** means a College of Applied Technology, community college or university that is operated by the System.

**"Instructor"** means any individual authorized by Institution (e.g., faculty, graduate student, teaching assistant or adjunct professor employed or contracted by Institution) to teach or instruct a Course of an Institution offered through the Coursera Website.

**"Instructor Agreement"** means the agreement between Institution and Instructors and guest presenters, substantially in the form attached hereto as **Exhibit B-1**.

**"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.

**"Pilot Project"** means the agreement described in Section 1 of this Agreement whereby the System and Coursera will collaborate for Coursera to host multiple sections of two (2) Courses with content created by a campus of the Institution to permit the Institution to evaluate the efficacy of the Platform for the Institution's online course offerings.

**"Platform"** means Coursera's proprietary software platform and algorithms used to host, transmit and make Courses available online to Registered Students.

**"Records"** has the meaning set forth in Section 7.3.

**"Registered Students"** means an individual registered or otherwise enrolled for credit at Institution in a program who is taking a Coursera-hosted course as part of the Pilot Project.

**"Term"** has the meaning provided in Section 9.1.

### 3. AVAILABLE CONTENT

3.1 Course Content. At its cost and expense, System and one or more Institutions may develop and produce Courses and related Content which will be hosted on the Platform, with the mutual agreement of Coursera, (**"Course Content"**) for access and use by Registered Students in Courses that are part of the Pilot Project. System will designate a coordinating program manager at the System level who will be the primary point of contact with Coursera regarding the development, production, submission and administration of Course Content to Registered Students. System will be responsible for providing Course Content in a format that can be hosted and streamed via the Platform on the Coursera Website.

(a) General Requirements for Course Content. All Course Content must meet certain technical quality standards pertaining to (i) video quality; (ii) audio quality; and (iii) correct formatting and structure of assessments and other Content (**"Quality Standards"**) as generally described in Exhibit "F") as designated by Coursera. Should Coursera find that Course Content is not materially compliant with the Quality Standards or the framework of the Course, as outlined in the relevant Course Development Agreement, at any time, Coursera will notify Institution for correction and Institution shall work in good faith to institute the

correction. If Coursera and Institution are not able to mutually agree about implementation of a correction, the correction will be referred to the University Advisory Board, the academic advisory board comprised of senior academic officials of some of the Coursera's university partners, for prompt resolution. For each Course, unless Coursera and Institution mutually agree on a different schedule, the first week's worth of Course Content will be uploaded by the Instructor at least one month prior to the scheduled start date of the Course, and the first two week's worth of Course Content uploaded by the Instructor at least two weeks prior to the scheduled start date of the class.

3.2 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 Course Content through the Platform (through any Platform-use model) or be subject to a governmental investigation, that Party will provide the other Party with notice of the alleged infringement claim, and the Course Content pertaining to such claim may be removed from the Platform should it be determined based on further evaluation of such claim that the Course Content is infringing.

#### 4. **CONTENT USING GUIDED COURSE**

4.1 Guided Course. System will have the right to access and use the Platform, with mutual agreement of Coursera, in connection with offering Course Content to its Registered Students ("**Guided Courses**") and allow its Registered Students to obtain academic credit for such Courses. In offering Guided Courses, System or an Institution will (i) manage the offering of Guided Courses, (ii) administer the Course Content using the Administrative Services (discussed in Section 5.2 below), which may include for any such Guided Courses (depending on the Administrative Services offered hereunder) maintaining or moderating discussion groups or forums, setting due dates and calendaring items, providing assessments, assigning grades, setting a Course syllabus and controlling the level of access to its Registered Students; (iii) appoint an Instructor of record for each such Course, (iv) provide Registered Students access to Course Content through the Coursera Website using standard protocols for authentication and secure passwords; (v) and collect all tuition fees from Registered Students. Course Content will be clearly branded as being provided by Institution or System.

#### 5. **HOSTING AND PLATFORM ACCESS; SUPPORT; ADMINISTRATIVE SERVICES AND USE RESTRICTIONS**

5.1 Hosting and Platform Access. Coursera and System will mutually agree to host Course Content through the Platform. Coursera will make the Platform available to Institution and Registered Students through one or more webpages made available on the Coursera Website. University's and Registered Students' use and access to any Courses via the Platform will be subject at all times to a mutually agreed upon Terms of Service and Privacy Policy. Coursera will provide Institution with application programming interfaces ("**APIs**") to enable Institution to connect certain applications with the Platform. Coursera will also provide Institution with technical support and training in connection with its use of the Platform and APIs. The Platform will support cross-institutional simultaneous enrollment at Institution in a single-class instance to allow for the creation of larger cohorts.

5.2 Administrative Services. Coursera will provide to Institution the administrative services set forth in **Exhibit C**, attached hereto ("*Administrative Services*"). These Administrative Services will allow Institution to administer certain functionalities and features used in connection with the offering of Course Content to Registered Students. Coursera will provide Institution with administrative credentials (*i.e.*, user I.D. and password) to allow Institution to access the portion of the Coursera Website that supports the Administrative Services. Institution will be solely responsible for securing its administrative credentials and preventing unauthorized access to or use of the Administrative Services.

5.3 Coursera Support and Training. Coursera agrees to provide training to course developers and technical personnel for the rates shown on Exhibit D and on the schedule, terms and conditions shown on Exhibit I hereto. At a minimum, Coursera will provide Institution training and assistance with online Course production techniques and general best practices as set forth more fully on Exhibit F attached hereto. Coursera will develop a repository of techniques and materials for effective use of blending learning in the classroom and provide Institution with access to such repository.

5.4 System Support. System will provide its constituent educational institutions within the system with help and support for the following: (i) Course selection, to satisfy high levels of rigor, teaching quality, and academic standards, (ii) coordination among System Institutions; (iii) incentives for the production of Course Content by Instructors and opportunities for consumption and enrollment by Registered Students; (iv) quality control relating to Course Content; and (v) provision of centralized program managers to administer Course Content, as required.

5.5 Service Level Agreement. Coursera will provide a Platform Availability of 99% as determined on a calendar year basis. "*Platform Availability*" means the uptime and accessibility of the Platform, excluding Scheduled Downtime and events outside of Coursera's reasonable control, including Force Majeure Events (as defined in Section 15.5), interruptions to a Registered Student's network access or connection(s), third-party Internet service provider failure or delays or any defects or failure in any hardware or servers provided by the Registered Student. Coursera will have up to two hours of scheduled downtime per calendar month for the Platform (including downtime for implementing patches or fixes) ("*Scheduled Downtime*"). Coursera will notify the appropriate Institution contact via e-mail 48 hours in advance of any proposed Scheduled Downtime for the Platform, and Coursera will work in good faith to ensure that such Scheduled Downtime is at a time acceptable to Institution. Should Coursera fail to make the Platform available as set forth above ("*Unavailability*"), it will, within 24 business hours of any notice of Unavailability by Institution or Registered Students, use commercially reasonable efforts to respond to and correct or restore any such Unavailability.

## 6. DATA COLLECTION AND SHARING

6.1 Analytic Data. Coursera will make available to System certain individual and aggregate analytic data regarding behavior and performance of Registered Students in Courses, which data will be mutually agreed upon by the Parties on a per-Course basis prior to the Course being accessible to System and its Registered Students through the Platform. Any such data will be available through the administration layer or by request to Coursera. In connection with the Pilot Program System an Institution will have the right to collect and use all data it obtains on its Registered Students (individual and de-anonymized), subject to Institution's compliance with all applicable law.

6.2 Data Security for Registered Students. Coursera acknowledges that Institution's confidential data regarding its Registered Students is protected under both federal and state law. Each Party will adhere to all requirements of the Family Educational Rights and Privacy Act of 1974, 20 USC § 1232g, and its implementing regulations (FERPA) that are applicable to it. Neither Party will release to the other Party any personal information about any Registered Student or prospective Registered Student without having first obtained the prior written consent of the Registered Student or prospective Registered Student.

## 7. FINANCIAL TERMS

7.1 Fees for Guided Courses. The fees payable by Institution to Coursera for use of the Platform, Coursera Website, Administrative Services and related Content are set forth on **Exhibit D**, attached hereto ("*Course Fees*"). The Course Fees will be on a per-Course and tiered enrollment basis. Institution will also pay Coursera for those services provided related to the development of Courses ("*Development Fees*") and fees for Course developer training as well as training for support personnel ("*Training Fees*"). System will pay Coursera Development and Training Fees fees as also set forth in **Exhibit D**.

7.2 Accounting and Payment Terms. Within 30 days after the close of enrollment for any Institution Course for which Institution owes fees to Coursera (i.e., once students are no longer eligible to drop or add the Institution Course), Institution will (a) prepare and provide to Coursera a written report identifying the relevant Institution Course, the number of enrolled Registered Students and the calculation of the Course Fees owed to Coursera, and (b) pay Coursera all such Course Fees and Development Fees in U.S. dollars. Institution's obligation to pay Coursera the Fees is independent of whether Institution has received any payments or fees from any Registered Students enrolled in the applicable Course.

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

7.4 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 the terms and conditions under this agreement and 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 its compliance with the terms and conditions hereof and 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.

7.5 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).

## 8. LICENSE GRANTS AND INTELLECTUAL PROPERTY

8.1 Copyright Clearances. As between Coursera and Institution, Institution will be responsible for reviewing and obtaining any necessary licenses, waivers or permissions with respect to any third-party rights for all Course Content provided under this Agreement (including rights from any of its Instructors or Course developers).

8.2 License to Course Content. Solely in connection with the offering of Courses and Course Content to Registered Students through the Coursera Website, Institution hereby grants to Coursera a non-exclusive, royalty-free, worldwide license (a) to reproduce, distribute, transmit, publicly display and publicly perform Course Content in order to (i) host Course Content on Coursera's servers and (ii) make available and display any such Course Content through the Platform and Coursera Website; and (b) to the extent mutually agreed upon, to provide accommodations for Registered Students with disabilities with respect to such Course Content.

8.3 Mutual Marketing License. Subject to the terms and conditions of this Agreement, each Party grants (the "**Granting Party**") to the other Party (the "**Licensing Party**") a non-exclusive, non-assignable (subject to Section 15.15), limited, worldwide license (without right to sublicense) to use the name, brand name, trademarks, service marks and logos ("**Marks**") of the Granting Party and any marketing and branding collateral provided by the Granting Party (together with the Marks, "**Materials**") solely in connection with the offering of Courses and Course Content to Registered Students through the Coursera Website, and the marketing, promotion and advertising thereof. Granting Party shall identify a variety of approved templates for use in advance and not unreasonably withhold approval. In the event Licensing Party proposes to modify an approved Material, Licensing Party will give reasonable notice to Granting Party in writing. In the event Granting Party does not respond within fifteen (15) business days, Licensing Party may implement the proposed change.

8.4 Trademark Usage Guidelines. Each Party will comply with the trademark usage guidelines provided by the Granting Party, 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.

#### 8.5 Intellectual Property Ownership.

(a) Course Content. All right, title and interest in and to Course Content and all Intellectual Property Rights relating thereto will remain with System (and/or the applicable Institution or Instructor), except insofar as any portion of such Course Content constitutes third-party materials or is a derivative work of third-party Content, in which case, such portion shall be owned by the applicable third party or its licensors.

(b) Platform and Coursera Website. All right, title and interest in and to the Platform, related documentation, the Coursera Website and all updates, modifications, enhancements, improvements, upgrades or corrections thereof, including any assessment features added by Coursera thereto, and all related Intellectual Property Rights will be exclusively owned by Coursera. System will not, and will not attempt to: (i) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the Platform or the Coursera Website, except and only to the extent applicable law prohibits or restricts reverse engineering restrictions or (ii) copy, modify, adapt, alter, or create derivative works of the Platform or Coursera Website. Notwithstanding the foregoing, any software, interfaces or assessment features created or developed solely by Institution or one of its Instructors, and the Intellectual Property Rights relating thereto, will be solely owned by Institution or Instructor, as applicable. To the extent that Institution has any Intellectual Property Rights therein, Coursera is hereby granted a royalty-free and non-exclusive license to use any such software, interfaces or assessment features for the Term.

~~(c) Joint Works. Subject to the foregoing Subsections 8.5(a) – (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 and all Intellectual Property Rights therein that are jointly created or developed by the Parties during the Term ("*Joint Works*") will be jointly and equally owned by the Parties, and each Party shall be deemed to have assigned to the other Party an equal, undivided one-half interest in that portion of the Joint Work created by the assigning Party. Neither Party may encumber or grant an exclusive license of any Joint Work nor any Intellectual Property Rights therein to a third party without the prior written consent of the other Party. Subject to the preceding sentence, each Party shall have the unlimited right to freely use such Joint Works without a duty of accounting



to, or consent from, the other Party. The Parties shall consult each other and cooperate reasonably with respect to making registrations in respect of their Intellectual Property Rights in and to the Joint Works and in the pursuit of third party infringers of such Intellectual Property Rights. For the purposes for clarification, the conversion of existing Course Content for use on the Platform will not constitute a joint work.

## **9. TERM AND TERMINATION**

9.1 Term. This term of this Agreement will commence on the Effective Date and continue for eighteen (18) months.

9.2 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 thirty (30) days of receipt of written notice of such breach from the non-breaching Party, or (b) immediately if such other Party has a receiver appointed, or an assignee for the benefit of creditors or if such other Party files a voluntary petition in bankruptcy or for reorganization or rearrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against such other Party and is not dismissed within forty five (45) days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of such other Party. If the agreement should be cancelled during any semester in which Registered Students are taking Courses, System shall have the right to perform any Course originally prepared for performance on the Platform on System's existing learning management system without further payment to or license from Coursera required.

9.3 Termination for Convenience. Notwithstanding anything to the contrary in Sections 9.1 and 9.2, System or Coursera may cancel this agreement upon 90 days written notice.

9.4 Consequences of Termination. Termination of this Agreement for any reason does not relieve either Party of its obligations to the other Party that arose prior to such termination, including any payment obligations. Upon any termination of this Agreement, each Party will promptly return all Confidential Information of the other Party in its possession or control. In addition, any termination of this Agreement will not affect Registered Students' access to, and use of, Course Content for Courses for which they are enrolled at the time of such termination, and such Registered Students will have the continued right to fully complete those Courses.

9.5 Surviving Provisions. The following provisions will survive any expiration or termination of this Agreement: Sections 2, 6.2, 7 (for unpaid amounts), 8.1, 8.5, 9.4, 9.5 and 12 through 16.

## **10. ACCOMMODATIONS FOR REGISTERED STUDENTS WITH DISABILITIES**

10.1 Coursera Responsibilities. Coursera will: (i) use commercially reasonable efforts to make the Platform reasonably accessible to Registered Students with disabilities, (ii) provide Institution with text transcripts of captions to facilitate Institution's creation of audio captions for visual elements of Course Content, to the extent such text transcripts have been created by Coursera. Institution will provide assistance to Coursera as reasonably necessary for Coursera to

fulfill its obligations under this paragraph. Coursera shall further cooperate with Institution with respect to requests for accommodations from Registered Students with disabilities as further set forth in the ADA Compliance Protocol.

10.2 Institution Responsibilities. Institution will be responsible, at its expense, for providing Course Content that is accessible to Registered Students with disabilities, including Registered Students with visual impairments using a screen reader technology, to enable compliance with the applicable laws and regulations of the ADA. Institution and its Instructors, as part of the Course Content preparation for the Guided Course will provide the materials required to be provided by Institution 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 compatible with screen reader technology for any material images used in quizzes or problem sets. Upon request of any Registered Students with a disability, and as further set forth in the ADA Compliance Protocol, Institution 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 Content and will bear costs associated with such accommodations during the Pilot Project. Upon request, Coursera will provide assistance to Institution in providing such accommodations, for a fee to be mutually agreed upon. Institution shall further cooperate with Coursera with respect to requests for accommodations from Registered Students with disabilities as further set forth in the ADA Compliance Protocol. Institution will pay for reasonable captioning costs associated with offering Course Content produced by Institution on the Platform. Each Institution will consider requests for academic adjustment from Registered Students according to its policy for considering such requests.

## 11. REPRESENTATIONS

11.1 Mutual Representations. Each Party represents 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 legal 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.

11.2 Representations by System. System further represents to Coursera that, to its knowledge, Institutions contributing Course Content will have obtained all necessary licenses, waivers or permissions with respect to any third-party rights to Course Content made available by Institution under this Agreement and that all Instructors or guest presenters providing any Content for use on the Platform will have delivered the applicable Instructor Agreements or participation release as necessary.

## 12. CONFIDENTIALITY

12.1 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 technical and non-technical information relating to the business or affairs of a Disclosing Party that is disclosed to 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.

12.2 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.

12.3 Non-Disclosure. Except as otherwise required by law, Recipient agrees not to disclose the Confidential Information of the Disclosing Party to any third parties or to any of its employees or independent contractors except those employees and independent contractors who have a need to know the Confidential Information in order for the Recipient to perform its obligations hereunder and where such employees will be made aware that the information is confidential. 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. 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 senior administration officials at other educational facilities.

12.4 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. Subject to the Tennessee Public Records Act Tenn. Code Ann. §10-7-503, 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.

12.5 Disclosures Required By Law. Where disclosure of the Confidential Information is required by law, including the Tennessee Public Records Act, 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. Further,

Recipient agrees to cooperate in good faith with the Disclosing Party in taking action to protect the Disclosing Party's Confidential Information.

12.6 Press Release. Each Party will have the right to develop and issue separate press releases regarding the Parties' collaboration, provided that neither Party will be allowed to publish its press release without first obtaining the prior written approval of the other Party.

### 13. **DISCLAIMERS; LIMITATIONS ON LIABILITY**

13.1 DISCLAIMER OF WARRANTY. THE PLATFORM AND COURSERA WEBSITE 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.

13.2 DISCLAIMER OF CONSEQUENTIAL DAMAGES. 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.

13.3 LIMITATION ON LIABILITY. EXCEPT FOR DAMAGES OR LIABILITY ARISING FROM PAYMENTS DUE UNDER SECTION 7, 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 REVENUES RECEIVED BY COURSERA UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FOR DAMAGES OR LIABILITY AROSE.

### 14. **INDEMNIFICATION**

14.1 Indemnification by System. To the extent authorized by Tennessee statute, System will indemnify, defend and hold harmless Coursera, its affiliates, and each of their officers, directors, employees and agents from and against any and all losses, damages, costs, expenses or other liabilities ("*Losses*"), arising out of or resulting from any third-party claim asserted against Coursera to the extent relating to any Course Content, including any violation or infringement of any third-party Intellectual Property Rights, claims of defamation, invasion of privacy, right to publicity or unfair competition.

14.2 Indemnification by Coursera. Coursera will indemnify, defend and hold harmless Institution, its affiliates, and each of their officers, directors, employees and agents from and against any and all Losses, arising out of or resulting from any third-party claim asserted against

Institution to the extent relating to the Platform or Coursera Website or content provided in connection therewith not provided by Institution, including any violation or infringement of any third-party Intellectual Property Rights, claims of defamation, invasion of privacy, right to publicity or unfair competition.

14.3 Procedures. Each Party's right to indemnification under this Section 14 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 Indemnifying Party) in connection with the defense or settlement of any such claims. The provisions of this section are subject to the requirements of T.C.A. 8-6-301 and T.C.A. 20-13-103.

## 15. GENERAL TERMS

### 15.1 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 thirty (30) days after either Party notifies the other Party of such Dispute. Until such time as it shall have completed the procedures set forth in this Section 15, neither Institution nor Coursera may pursue any legal action with regard to any Dispute.

(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 to submit the dispute to a non-binding alternate dispute resolution mechanism under mutually agreeable terms.

(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; however, neither Party may initiate litigation against the other without first utilizing the process set forth in this Section 15.1. Any liability of the System to Coursera and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by System under this Agreement shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. § 9-8-301 *et seq.* 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.

15.2 Independent Contractors. The relationship between Coursera and System under this Agreement is that of independent contractors. Nothing in this Agreement will be construed so as to constitute Coursera and System 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.

15.3 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." Use of the terms "hereunder" or "herein," are to be interpreted as to referring to the Agreement as a whole and not solely to the provision, paragraph or clause in which the term is used.

15.4 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 Coursera, at:	Coursera, Inc. Attn: Daphne Koller 1975 W. El Camino Real, Suite 202 Mountain View, CA 94040 Phone: 650-386-5525
---------------------	--

If to System, at:	Tennessee Board of Regents  Attn: Vice President of Academic Affairs 1415 Murfreesboro Pike, Suite 336 Nashville, TN 37217
-------------------	--

15.5 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, interruptions or failure of the Internet or third-party network connections.

15.6 Entire Agreement; No Third-Party Beneficiaries. This Agreement, including all Exhibits and Schedules attached hereto, constitutes the entire agreement of the Parties (including System employees and students) and Coursera 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. In the event Coursera enters into terms of use, end user agreements, or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with System employees or students, such agreements shall be null, void, and without effect, and the terms of this Agreement shall apply. Subject to Section 1, 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.

15.7 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.

15.8 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, except that either Party may assign this Agreement without consent in connection with a merger, consolidation, restructuring or sale of all or substantially all of its equity or business or assets to which this Agreement relates if the successor party agrees to be bound to perform all duties required of the assigning party herein. Any attempted assignment in violation of this paragraph will be null and void. Subject to the foregoing, this Agreement will inure for the benefit of each of the Party's permitted successor and assigns.

15.9 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.

15.10 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.

15.11 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.

15.12 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.

15.13 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.

15.14 Non-Exclusivity. This Agreement forms a non-exclusive relationship between the Parties. Nothing in this Agreement (a) limits Coursera'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 System's right to host, distribute or otherwise make available any of its Content through its in-house capabilities or through third parties

15.15 Conflict of Interest. Coursera warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Coursera in connection with any work contemplated or performed relative to this contract.


15.16 Illegal Immigrants. In compliance with the requirements of Tenn. Code Ann. § 12-4-124, Coursera hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

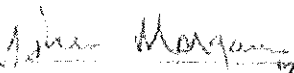


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Coursera, Inc.  
"Coursera"

By:   
Printed Name: Daphne Koller  
Title: co-CEO

Tennessee Board of Regents  
"System"

By:   
Printed Name: John Morgan  
Title: Chancellor

## **EXHIBIT A**

### **Course Development Agreement**

#### **Description of Course Content**

Course Title, Number, Length, Hours per week

#### **Course Planning:**

**In collaboration, Instructor and Coursera will determine:**

Frequency of in-video quizzes, problem sets, other assignments

Description of programming assignments (if applicable)

Programming language(s)

Autograding approach (unit testing? output comparison?)

Are Registered Students allowed multiple submissions?

Description and number of problem sets and quizzes

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

#### **Coursera Responsibilities**

Assist Instructor in course development and preferred formats

Provide available templates and software for problem sets and assessments

Ensure Content is available to Registered Students during the course, without undue removal or disruption except for planned maintenance

Respond in a timely fashion to technical issues raised by Registered Students or Instructor

Facilitate data collection on Registered Student learning

#### **Instructor Responsibilities**

The teaching staff or institution 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 Registered Student learning.

Software development on any special-purpose assessments required for the class, except by agreement of Coursera, at its own discretion, to help develop such assessments.

Copyright clearance: Ensuring that permissions to use all third-party copyrighted material are obtained for the Content (lectures + assessments). 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 and other Content.  
Working with Institution and Coursera to provide any necessary accommodations for  
Registered Students with disabilities.

Responding in a timely fashion to any technical issues identified by Coursera or  
Registered Students.

**Agreed to and accepted by:**

For Coursera: (signature) \_\_\_\_\_

Name \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

For Institution: (signature) \_\_\_\_\_

Name \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

For Instructor(s): (signature) \_\_\_\_\_

Name \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

(Please Print) Name: \_\_\_\_\_  
Course(s): \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_

**EXHIBIT C**  
**ADMINISTRATIVE SERVICES**

1. **Upload of Institution-Provided Content.** Platform will allow upload of additional, Course Content to include videos, readings, and possibly other types of content, as mutually agreed upon. Such Course Content will be clearly branded as provided by Institution.
2. **Assessments gradable at scale**
  - (a) Platform includes a set of convenient tools for auto-graded and peer-graded assessments in a set of standard formats. Institution and its Instructors will be able to use these tools to add new assessments for Registered Students.
  - (b) Institutional administration will be able to define the grading criteria within the system by changing the weights given to different assignments.

**Discussion Forum.** Platform provides a Discussion Forum in which students can interact with each other and with course staff to ask and answer questions regarding course material. Institution and its Instructors will have the capability to moderate the Forum, including deleting posts and marking posts as correct.

**Deadlines and Scheduling:** Institution Administrator will be able to set the start, end, and intermediate deadlines throughout the course.

**Grades and student analytics.** Administrator will be able to access student grades and usage analytics through the administrator's portal.

**LTI integration.** By mutual agreement, and with a possible fee to be mutually agreed upon, Coursera will support LTI consumer integration with third-party tools.

## EXHIBIT D

### Course Fees and Development Fees

**Fees for Course Content Limited to Registered Students under the Guided Course model.**  
For Course Content made available to Registered Students, the following Course Fees\* apply:

Course-Development Fee	Tier 1 (1 -500 Registered Students )	Tier 2 (501-1000 Registered Students)	Tier 3 (1001+ Registered Students )
\$3000	\$25	\$15	\$8

Coursera may waive the Development Fee for a Course if the enrollment of Registered Students for such Course exceeds 1,000 Registered Students.

\*Pricing for the Guided Course model is per Registered Student, per Course over multiple years. Each separate instance of a Course will count toward total enrollment for the purposes of calculating the Course Fees owed under this Agreement. For example, in a case where a System runs six different sections of the same Calculus course across three campuses, each of the six sections would count toward total enrollment for the purposes of calculating the volume discount.

Coursera may provide access to additional materials or services, such as books, software, or access to a digitally-proctored assessment. In these cases, the Course Fees may be higher as a result of the additional materials. Such additional fees will be mutually agreed upon in advance, as part of the Course Development. Coursera reserves the right to modify pricing after consultation and agreement with System; provided, however, that no such price increase will take place during the first eight (8) months this Agreement is in effect. Coursera will provide reasonable written notice to Institution, and, if requested, will provide an explanation for the change in pricing.

#### **Training Fees:**

Course Development Training Fees and Support Fees will be mutually agreed upon by Coursera and University.



**EXHIBIT E**  
**ADA Compliance Protocol**

Upon receiving an accommodation request, Coursera and Institution will enter into a good faith discussion with Registered Student about implementing an accommodation that can be provided with reasonable effort and without undue burden.

Coursera will use reasonable efforts to make the Platform reasonably accessible to Registered Students with disabilities

Institution will be responsible, at its expense, for providing Course Content that is accessible to Registered Students with disabilities.

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

Coursera will provide an "Audio Text Transcript" for the audio stream for any Course Content under the Guided Course model for which Institution requests such captions, at an agreed-upon fee.

## EXHIBIT F

### COURSERA COURSE CRITERIA PRINCIPLES

Offering classes that provide high quality learning experiences for our students and that accurately reflect the standing and image of our partner institutions is a top priority for all of us. We do not aim to be prescriptive on how classes should be taught, leaving pedagogical and content decisions up to the experts - the instructor and instructional staff. However, we do want to help ensure that the content that goes up is well-prepared, debugged, and appropriate for at-scale teaching to a global audience. To this end, and with the encouragement and approval of Coursera's University Advisory Board, we have put together a protocol designed to help us jointly ensure course quality and mitigate technological risk, while leaving instructors the flexibility to experiment with their teaching pedagogy.

We have a set of minimum quality standards for lecture video and audio, e.g., the audio has to be crisp and free of static, and the video should be filmed with the right aspect ratio and with any boardwork and handwriting clearly legible. We also look out for basic usability, e.g., making sure that all links in the course are working, and pedagogy, e.g., the presence of rigorous assessments. To ensure that all parties have enough time to thoroughly review courses, we have also specified a set of course development timelines for instructors and universities, e.g., we ask that the first week's worth of content for any given course be uploaded a month in advance.

Many of our partner institutions have already put into place their own quality assurance processes that are in many cases more stringent than the measures described in this protocol, and use this protocol to help reinforce their internal processes.

In the past, we have never invoked the right to remove content. Should it come to pass that Content seems of questionable standard, we will first seek to discuss the Content with the relevant instructor and university. We believe that academic freedom and the unrestricted freedom to question and exchange ideas are central to the student experience on the site. We also believe that the autonomy provided to professors has played a key role in making our partner institutions recognized around the world for their impact on the marketplace of ideas. Decisions about quality standards that contain a hint of chilling academic freedom will receive a heightened level of scrutiny by the Coursera and by its University Advisory Board, which is composed of tenured faculty members at Coursera's partner institutions. Any alteration of Content must be narrowly tailored to achieve specific technical or pedagogical corrections.

## **Exhibit I**

### **Training**

#### **Course Development Training:**

1. Within seven days of the effective date of the agreement, each party shall designate a Course Development Training Coordinator.

2. Within seven days thereafter, the respective Coordinators shall agree upon the manner in which course development training shall be accomplished, including determining whether such training shall be face to face or by video or some other method. Within the same time frame, the Coordinators shall set a schedule for the completion of training. The parties will make efforts to complete all training in time to allow Institution Course developers to complete their Courses for the fall 2013 semester.

3. Training will include, but not be limited to, familiarization of Institution personnel with Coursera's quality standards, and the best methods known to Coursera to meet those standards. If the training shall be by video, Coursera will make available its training personnel for live question and answer sessions after each video segment has been completed or on some other agreed upon appropriate basis.

4. Coursera shall provide sufficient advice to the Institution trainees to enable the conversion of the existing courses for use on the Platform.

#### **Support Training:**

1. Within seven days of the effective date of the agreement, each party shall designate a Support Training Coordinator.

2. Within seven days thereafter, the respective Coordinators shall confer and schedule either a video conference or a teleconference between Coursera and appropriate System and Institution IT personnel for the purpose of familiarizing System and Institution IT personnel with (a) what support issues the System and Institution support personnel would be responsible for; (b) what support tools would be available; and (c) the nature of the application programming interfaces that will be made available by Coursera.

3. Within seven days after the conference described in 2 above has been completed, the Coordinators will agree upon the manner in which support training shall be accomplished, including determining whether such training shall be face to face or by video or some other method. Within the same time frame, the coordinators shall set a schedule for the completion of training. The parties will make efforts to complete all training in time to allow Institution support personnel to be prepared to support Courses for the fall 2013 semester.

4. Training will include, but not be limited to, familiarization of Institution personnel with Coursera's quality standards, and available APIs and the best methods known to Coursera to meet those standards and deploy and use the APIs. If the training shall be by video,

Coursera will make available its support training personnel for live question and answer sessions after each video segment has been completed or on some other agreed upon appropriate basis.

4. Coursera shall provide sufficient advice to Institution trainees to enable the support of Courses on the Platform.