UNIVERSITY-INSTRUCTOR AGREEMENT

This University-Instructor Agreement ("Agreement") is entered into as of _____, 20__, by and between the University of North Carolina at Chapel Hill ("University") and _____ ("Instructor") a member of the faculty at University, residing at _____.

1.   Background.

(a)   University has signed the Online Course Hosting and Services Agreement ("Coursera Agreement") with Coursera, Inc. ("Coursera"), related to the production, provision, distribution and other use of academic courses created and delivered by the University and its faculty.

(b)   Instructor wishes to create and deliver the Course, as defined below, for use on the Platform.

(c)   University has agreed to provide support to Instructor to create and deliver the Course.

(d)   The parties must ensure that University has sufficient rights to the Course to permit Coursera to distribute the Course on the Platform.

(e)   Each party wishes to have ongoing rights to use the Course.

(f)   This Agreement is intended to allocate to each party rights to the Course and the copyrightable material that makes up the Course.

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.

(a)   "Content" means Instructor Created Material and University Created Material provided to Coursera pursuant to the Coursera Agreement, including the Video Recording.

(b)   "Course" means the presentation of instructional Content pertaining to a certain body of knowledge, including the Video Recording, known as _____.

(c)   "Initial Period" means _____.

(d)   "Instructor Created Material" 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, syllabi, and any software, interfaces or assessment features created or developed principally by Instructor. Secondary support assistance given Instructor by University staff, such as technical assistance or editorial feedback, shall not in any way prevent material from being considered Instructor Created Material.

(e)   "Platform" means Coursera's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet and to provide related services and functionalities, including automatic grading or facilitating peer-to-peer interactive activities.

(f)   "University Created Material" 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, syllabi, and any software, interfaces or assessment features created or developed principally by University, independent of Instructor Created Material, such as University logos that might appear in Instructor's materials or instructional materials prepared by University staff as part of the Course.

(g)   "Video Recording" means the final, edited video recording of Instructor delivering the Course, as provided to Coursera pursuant to the Coursera Agreement.

3.   Ownership of Content.

(a)   Instructor shall own all right, title and interest to the Instructor Created Material and to the Video Recording.

(b)   University shall own all right, title and interest to the University Created Material.

4.   General Content License. For good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges:

(a)   Instructor hereby grants University a nonexclusive, non-transferable, royalty-free license to archive and use the Instructor Created Material and the Video Recording for University's own educational or research use unless such a license will impede scholarly publication or impair scholarly or pedagogical reputation.

(b)   University hereby grants Instructor a nonexclusive, royalty-free license to use the University Created Material for Instructor's noncommercial purposes.

5.   License to University for Coursera Use.

(a)   The following license is intended to permit University to provide the Course and the Content to Coursera for distribution and use on the Platform pursuant to the Coursera Agreement:

> For good and valuable consideration, the receipt and sufficiency of which Instructor hereby acknowledges, Instructor hereby grants University the right and permission to use, store, host, publicly broadcast, publicly display, public perform, distribute, reproduce and digitize any Content that Instructor uploads, shares or otherwise provides in connection with the Course or Instructor's use of the Platform, including the right to use Instructor's 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

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Content accessible to persons who have disabilities. I also 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 Company-related distribution of the Course. To the extent Instructor creates or develops any software, interfaces or assessment features for use in connection with the Course or the Platform ("New Features"), Instructor hereby grants 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. "Platform" means Company's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

(b)   In connection with University's provision of the Course and the Content to Coursera, Instructor hereby provides University the following representations:

Instructor represents that to the best of Instructor's knowledge, Instructor has all necessary right and authority to grant the rights granted under Section 5(a) with respect to the Content Instructor uploads, shares or otherwise provides in connection with Instructor's use of the Platform. Instructor further represents that (i) Instructor has used, and will use, reasonable efforts not to incorporate or use any libelous, slanderous, obscene or racist materials or commentary in such Content, (ii) Instructor has used, and will use, reasonable efforts to comply with all guidelines and agreements between Instructor and the University for which Instructor is employed or otherwise engaged regarding copyright clearance and the use of third-party copyrighted material in such Content; and (iii) Instructor has 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.

(c)   In connection with the provision of the Course, Instructor hereby provides the following release:

Instructor hereby releases, discharges, promises not to sue, and hold harmless Coursera 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 Instructor uploads, shares or otherwise provides in connection with use of the Platform. In this regard, Instructor expressly waives any and all rights and benefits conferred upon Instructor 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."

(d)   Instructor certifies and represents that Instructor has read this Agreement, fully understands its meaning and effect, and has signed this Agreement intending to be legally bound. The provisions hereof shall be binding upon Instructor and Instructor's successors, heirs and assigns.

6.   <u>Allocation of Revenue from Coursera</u>. The parties acknowledge that Coursera is unlikely to distribute any revenue to University for Coursera's use of the Course. If University receives any such revenue from Coursera, it shall go first to reimburse University for its investment in the Course. Once reimbursement is made in full, University shall pay Instructor 50% of any additional revenue received from Coursera.

7.   <u>Term</u>.

(a)   Instructor may terminate the license granted by Instructor to University in Sections 4 and 5 above by providing University written notice of Instructor's request to remove such Content from the Platform, provided that such Content may not be removed prior to the expiration of the Initial Period. Within 10 business days of receiving such a removal request from Instructor, University shall submit a corresponding removal request to Coursera**.**

(b)   Nothing in this Agreement shall obligate University or Coursera to distribute, display or otherwise use the Instructor Created Material and/or the Video Recording.

8.   <u>University Trademarks</u>. Nothing in this Agreement is intended to convey ownership or otherwise grant license rights to Instructor of any University logos, service marks or trademarks.

9.   <u>Conflicts in Interpretation</u>. To the extent there is any inconsistency between the terms of this Agreement and the University's Copyright Policy, as amended from time to time, the terms of this Agreement shall take precedence.

10.   <u>Compliance with Laws; Compliance with University Policies</u>. The Instructor shall comply with all applicable laws, regulations, and licensing requirements that are applicable to its activities related to this Agreement, including those of federal, state, and local agencies having jurisdiction and/or authority. The Instructor shall comply with all University policies applicable to Instructor's performance of services contemplated by this Agreement.

11.   <u>Governing Laws; Venue</u>. This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. In the event the parties are unable to resolve any dispute relating to this Agreement, the exclusive venue for any judicial action or proceeding arising out of or relating to this Agreement shall be the state or federal courts located in the State of North Carolina.

12.   <u>Entirety; Severability; No Waiver; Survival</u>.   This Agreement and any documents incorporated specifically by reference constitutes the entire agreement of the parties on the specific subject matter hereof and supersedes all prior representations, understandings and

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agreements between the parties with respect to such subject matter. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The provisions in this Agreement that by their sense and context are intended to survive the completion of performance and termination of this Agreement shall so survive the completion of performance and termination of this Agreement.

   IN WITNESS WHEREOF, and intending to be bound hereby, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

Instructor

Signature:_____

Printed Name:_____

Date:_____

The University of North Carolina at Chapel Hill

By:_____

Printed Name:_____

Title: Executive Vice Chancellor & Provost_____

Date:_____

By:_____

Printed Name:_____

Title: Vice Chancellor for Finance and Administration

Date:_____