



## ONLINE COURSE HOSTING & SERVICES AGREEMENT

This ONLINE COURSE HOSTING AND SERVICES AGREEMENT, made effective as of the last signature date by a Party (the *Effective Date*), is between Coursera, Inc., a Delaware corporation, (*Coursera*) and the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University (*ASU*). Each of Coursera and ASU may be referred to as a *Party*, and collectively, the *Parties*.

### BACKGROUND

**WHEREAS**, Coursera has developed a proprietary platform (the *Platform*) to host multi-media courses (*Courses*), for consumption by end users (*Learners*), who may or may not be ASU-enrolled students (also hereinafter referred to as *Registered Students*), via Coursera's properties (e.g., the Coursera website, mobile apps, and Catalog API; collectively, the *Coursera Properties*).

**WHEREAS**, ASU is a comprehensive public research university. ASU's mission includes advancing research and discovery of public value, advancing research and discovery of public value, and assuming fundamental responsibility for the economic, social, cultural, and overall health of the communities ASU serves. Consistent with this mission, ASU desires to enhance its global profile by offering Courses through Coursera.

**WHEREAS**, Coursera makes available various forms of services through or in connection with its Platform (the *Services*), and ASU desires to obtain the Services, subject to the terms and conditions contained herein.

**WHEREAS**, ASU desires to use the Platform to support online Course content (*Course Content*) development by ASU, initially in Spanish, and license to Coursera certain rights in the Course Content.

### AGREEMENT

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

#### 1. COURSE CONTENT.

**1.1 Course Specifications Document.** Before launching any Course on the Platform, the Parties must complete a mutually-agreed-upon Course Specifications Document, specifying Course details, duration and related matters. The Form of Course Specifications Document is available at: <http://legal.coursera.org/csf.pdf>

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

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

**1.3 ASU Standards.** ASU must comply with the policies and directives of the Arizona Board of Regents (*ABOR*), as well as the standards and requirements of ASU's accrediting body, the Higher Learning Commission of the North Central Association of Colleges and Schools (*HLC*). As a result, ASU, in its sole and unfettered discretion, will maintain ultimate authority over the Course Content submitted by ASU, and may not comply with or enforce any request or contract provision that is contrary to the policies of ABOR, the directives of ABOR, or

the standards and requirements of the HLC.

**1.4 Instructor Consent and Required Releases.** Before uploading Course Content to the Platform, ASU will ensure that it has obtained the required licenses and rights to the Course Content as well as a release of liability from each of the instructor(s), guest presenters, and participants by having each instructor, presenter, or participant, as applicable, sign the relevant instructor Release, Guest Presenter Release, or Participant Release, and providing a copy of same to Coursera. The Releases are attached as Exhibits B 1-3 and can also be made available electronically upon request. As between ASU and Coursera, ASU will be responsible for reviewing and obtaining any necessary licenses, waivers, or permissions with respect to any third-party rights to Course Content provided by ASU.

**1.5 Course Content Collaboration.** ASU's Dean for Educational Initiatives will designate a main Project Manager, and/or other individuals to enable Course Content creation and collaboration on matters pertaining to ASU's duties under this Agreement. Coursera will designate a dedicated manager as the primary contact for ASU on any issues relating to the Course Content, administration and related matters. Guidelines for creation of ASU's administrative contacts are located at: <http://legal.coursera.org/administrativeteam.html>.

**1.6 Course Development Timeline.** ASU will provide Course Content to Coursera for review sufficiently in advance of launch of the Course on the Coursera Platform, and further in accordance with the timelines and related guidelines agreed by the Parties in writing.

**1.7 Course Content Errors.** ASU will correct, in a timely fashion, any errors in Course Content of which ASU is aware, prior to launch on the Platform.

**1.8 Content Appropriateness.**

- a. Coursera reserves the right after at least 15 days' prior written notice to ASU, and opportunity to cure, to remove Course Content from its Platform that:
  - i. is of low technical quality or otherwise fails to meet Course Criteria;
  - ii. constitutes inappropriate advertising content (as opposed to content with a direct pedagogical purpose);
  - iii. Coursera reasonably determines may violate applicable law; or
  - iv. is in violation of any of ASU's policies governing instructor, presenter, or student behavior. ASU will make a copy of such policies available to Coursera upon request.
- b. Coursera will endeavor to work collaboratively with ASU on Course Content takedown decisions, but reserves the right to temporarily suspend reasonably objectionable Course Content, pending discussions with the appropriate ASU representative regarding the Content.

**1.9 Course Availability.**

**a. Session-Based Courses.** The parties do not anticipate that any ASU Courses will be session-based. However, if ASU does develop any session-based Courses, once enrollment for a session-based Course has begun, ASU may not, unilaterally remove, block, or suspend access to the Course Content prior to the scheduled end date of the Course.

**b. On-Demand Courses.** Once Course Content for an on-demand Course has been made available, ASU may not unilaterally remove, block, or suspend access to the Course Content until: (i) for the removal of a single on-demand Course, six months after Coursera's receipt of a written removal notice from ASU; and (ii) for the removal of an on-demand Course that is part of a bundled course offering (a *Specialization*), 12 months after Coursera's receipt of a written removal notice from ASU.

**c. Takedowns Due to Legal issues.** Notwithstanding anything set forth in this Section 1.9 or in Section

1.8, if ASU reasonably believes that any Course or Course Content (i) may violate applicable law, (ii) infringes on the intellectual property rights of third parties, or (iii) the publication of which may violate applicable law or could result in a suit being filed against ASU or Coursera, then ASU may immediately remove, block or suspend access to such Course or Course Content after notification to Coursera. Thereafter, the Parties will work in good faith to revise the remaining Course or Course Content so it is not illegal, infringing, or likely to result in litigation.

**1.10 Third Party Claims.** If either Party receives a written notice from a third party alleging infringement of its intellectual property rights arising from the Course Content uploaded to the Platform, or receives notice of a governmental inquiry relating to the Course Content, that Party will promptly notify the other Party and the Course Content subject to the claim or inquiry may be removed from the Platform.

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

## **2. CONTENT RIGHTS.**

**2.1 Course Content.** As between the Parties, ASU retains all rights in the Course Content (except for the license rights expressly granted in this Agreement), including ownership of the copyright, and all goodwill associated with the Course Content.

**2.2 Learner Content.** The Parties acknowledge that each Learner retains all rights in content created by the Learner as part of a Course, such as submitted homework, forum posts, and the like (*Learner Content*). Accordingly, Learner Content may only be used with the appropriate Learner consent, which may be stipulated in advance by ASU at the time the Learner begins a Course. Coursera will proactively obtain Learner Consent for ASU to use Learner Content for and with ASU's Registered Students.

**2.3 Coursera Content.** As between the Parties, Coursera and its licensors retain all rights in the Platform, Coursera Properties, Services, other Coursera products, and all content (other than the Course Content and Learner Content) used or created in connection with the foregoing.

**2.4 ASU Content.** As between the Parties, intellectual property that was created, invented, first reduced to practice or writing, or first fixed in a tangible medium of expression by ASU prior to the date such intellectual property was added by ASU to any Course Content and uploaded to the Platform, or arising outside the scope of this Agreement (*Background Intellectual Property*) will continue to be owned by ASU. Other than as expressly set forth herein, ASU does not transfer, by operation of this Agreement or otherwise, to Coursera any right in or license to any Background Intellectual Property.

**2.5 Course Enhancements.** Without ASU's prior written consent, Coursera will not create or allow to be created any derivative works, or other Course Content enhancements. Notwithstanding the foregoing, ASU authorizes Coursera to create translations of the Course Content from English to other languages and to make other reasonable modifications to the Course Content to increase the content's accessibility and/or usability. Unless ASU pays for Coursera to create enhancements in a separately negotiated agreement, all right, title and interest in and to enhancements made by Coursera in the form of translations, adaptations, captioning, encoding, transcripts or video annotations produced in response to accessibility requests ("*Content Enhancements*") will be exclusively owned by Coursera, subject to ASU's rights in the Background Intellectual Property. Coursera will only use the Content Enhancements for activities relating to the Services under this Agreement.

**2.6 Limitations on Use of Course Enhancements.** Notwithstanding Section 2.3 above, Coursera shall not use Course Enhancements for any purpose not related to the offering of the Course on the Coursera Properties or for purposes not specifically authorized by Partner.

**2.7 No Other Restrictions.** Nothing in this Agreement restricts Coursera from using content that is not

Course Content. This Agreement does not limit the rights and permissible uses that either Party would have independent of this Agreement, including rights under the U.S. Copyright Act or other applicable intellectual property laws.

### 3. LICENSE GRANTS.

#### 3.1 Content Licenses.

**a. License to Course Content.** ASU grants to Coursera a nonexclusive, sub-licensable, worldwide license to copy, distribute, publicly perform, publicly display, and otherwise use Course Content on Coursera Properties and for reasonable marketing purposes. Except as provided in this section, Coursera will not imply the endorsement of ASU or use publicly for publicity, promotion, or otherwise, any Course Content, or any simulation, abbreviation, or adaptation of the same, or the name of any employee or agent of ASU, without ASU's prior written, express consent. ASU may withhold such consent in its sole and absolute discretion. Notwithstanding the foregoing, ASU agrees to actively participate in Coursera's Spanish language launch, subject to mutual agreement as to the specifics.

**b. License to Learner Content and Course Enhancements.** Coursera grants to ASU a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Learner Content and Course Enhancements on the Platform and in courses exclusively for Registered Students, whether or not on the Platform. **Registered Students** means students who are currently enrolled at, and registered to take courses offered by, ASU, including both on-site students and distance learning students enrolled for university credit, provided that the number of distance learning students in any course does not exceed the number of on-site students in that course. ASU may obtain additional licenses to Learner Content if it obtains Learner consent. ASU will not use any of the Coursera's owned content licensed to ASU in this paragraph on any platform operated by a competitor of Coursera.

**c. License to Strategic Content.** Coursera and ASU may collaborate to choose strategic Course Content (**Strategic Content**) for use on properties maintained by content distribution partners with whom Coursera has a contractual relationship (**Distribution Partners**), for purposes of creating brand awareness for ASU and Coursera. Subject to ASU granting its written consent prior to each use by Coursera of Strategic Content on properties maintained by the companies and organizations set forth at: <http://legal.coursera.org/strategiccont.pdf>, ASU may grant to Coursera a nonexclusive, sub-licensable, worldwide license to copy, distribute, publicly perform, publicly display, and otherwise use Strategic Content in connection with making the Strategic Content available through Distribution Partners' properties.

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

**3.3 Marks Usage License.** Neither Party will use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks (**Marks**) of the other Party, without in each case, the prior written consent of the other Party. Notwithstanding the foregoing, each Party grants the other a non-exclusive, non-assignable, limited, license (without right to sublicense) to use the name, service marks and logos described below in this paragraph (the **Marks**) solely in connection with offering or marketing Course Content, and during the term of this Agreement, as follows: 1) on each Party's website and mobile app; 2) marketing emails to Learners or prospective Learners; 3) on Social Media; 4) on each Party's blog; and 5) on the certificates issued to Learners who obtain successful Course completion. Any such usage of the Marks is subject to ASU's prohibitions on endorsements found at <http://www.asu.edu/aad/manuals/spp/spp813.html> and

<http://www.asu.edu/aad/manuals/acd/acd204-03.html> and must comply with the granting Party's policies and guidelines. Coursera's use of any ASU Marks must comply with ASU's requirements including using the ® indication of a registered trademark where such mark is registered. Coursera acknowledges that ASU has registered the ASU Marks only in the United States, and ASU makes no representations of ownership or allowable use outside of the United States. ASU's logo and trademark usage policies are provided below, and may be updated from time to time. Coursera's trademark usage guidelines are at: <http://legal.coursera.org/branding.html>. Any and all permitted use of the other Party's Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the granting Party. The Marks of a granting Party are and will remain the sole and exclusive property of that Party

ASU Marks:	
ASU Marks/Trademark Guidelines:	<a href="https://commguide.asu.edu/identity/trademarks">https://commguide.asu.edu/identity/trademarks</a>

**3.4 Grant of Verified Certificates.** In connection with the licenses granted in Section 3.3 above, Coursera will issue verified certificates to Learners who have signed up for and achieved the requirements associated with the verified certificate paid service. Such verified certificates will include ASU's logo and the following wording, or other language as may be approved in advance by the Parties:

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

**3.5 No Implied Licenses.** Except as otherwise expressly granted in this Agreement, no license or other rights under a Party's intellectual property rights is granted to the other Party, by implication, estoppel or otherwise.

#### **4. COURSERA SERVICES.**

##### **4.1 Course Monitoring and Analytics.**

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

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

**c. Mirroring.** Coursera will continue to contract with international internet technology services companies (e.g., NetEase) in order to provide mirroring capabilities for Courses and other mechanisms for improving delivery of Course Content to international Learners. Coursera will inform ASU of any changes to its international mirroring agreements.

##### **4.2 Accessibility for Learners with Disabilities.**

**a. Coursera Responsibilities.** Coursera will: (i) use commercially reasonable efforts to make the Platform reasonably accessible to Learners with disabilities, (ii) proactively provide captioning for Courses offered to the public whose initial enrollment is above 10,000 Learners, and provide such captioning for courses whose initial enrollment is smaller, in a timely manner, upon request

by an Learner with a disability, (iii) provide ASU with text transcripts of captions to facilitate ASU's creation of audio captions for visual elements of its Course Content, to the extent such text transcripts have been created by Coursera, and (iv) provide a capability for collecting and displaying crowd-sourced annotations to Course Content. ASU will assist Coursera as reasonably necessary for Coursera to fulfill its obligations under this paragraph.

- b. **Americans with Disabilities Act and Rehabilitation Act.** Both parties will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations in the performance of their obligations under this Agreement.
- c. **ASU Responsibilities.** ASU is responsible for complying with applicable laws and regulations with respect to Course Content- based accommodations for Learners with disabilities, to the extent that compliance is possible using the Coursera platform. Upon request, Coursera will provide assistance to ASU in providing such accommodations, for a fee to be mutually agreed upon.
- d. **Protocol for Accessibility to End Users with Disabilities.** The Parties will cooperate to establish and maintain a set of protocols to address accessibility by end users with disabilities, available at: <http://legal.coursera.org/accessibility.html>.

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

**4.4 Registered Student Model.** ASU may also choose to provide its Registered Students with access to a reasonable number of mutually agreed-upon Courses that do not exist in an open-content format on the Platform (*Closed Courses*). To the extent ASU wishes to offer more Closed Courses than Coursera is willing to host at no cost on the Platform, the Parties will negotiate the applicable fees.

## 5. PAYMENTS.

### 5.1 Monetization Models.

b. To the extent ASU generates revenue directly from Learners (other than Registered Students) through the offering of Courses on the Platform, ASU agrees to provide Coursera with a percentage of revenue received, as mutually agreed to by the Parties in an addendum to this Agreement, unless otherwise agreed.

### 5.2 Payment Terms.

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

b. **Payment.** Coursera will pay ASU the Revenue Share (as defined in Exhibit A hereto) sixty (60)

days after Coursera's quarter-end.

c. **Taxes.** Each Party will be responsible for the payment of all federal, state, and local sales, use, value added, or other taxes that are levied or imposed on it by reason of the transactions under this Agreement (other than for taxes based on the other Party's income). If a Party is required to pay any such taxes for which the other Party is responsible, then the taxes will be billed to and paid by such other Party.

## **6. CONFIDENTIALITY AND PUBLICITY.**

**6.1 Definition.** *Confidential Information* means information disclosed by (or on behalf of) one Party to the other Party under (or in connection with) this Agreement that is marked as confidential at the time of disclosure or would normally under the circumstances be considered confidential information at the time of disclosure, but in any event, *Confidential Information* does not include information that: (a) is or becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom the recipient transmits the information, (b) becomes available to the recipient on a non-confidential basis from a source, other than the disclosing Party, who is not bound by a confidentiality agreement with the disclosing Party, (c) was known to the recipient or in its possession prior to the date of disclosure by the disclosing Party, or (d) is independently developed by the recipient without reference to the Confidential Information of the disclosing Party, as evidenced by recipient's written records. In addition, either Party may disclose Confidential Information of the other Party when required to do so pursuant to applicable law, rule or regulation after giving reasonable notice to the discloser, if permitted by law.

**6.2 Confidentiality Obligations.** The recipient of any Confidential Information will not disclose that Confidential Information except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing or are otherwise bound to keep it confidential. The recipient will ensure that those people and entities use such Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it.

**6.3 Return.** Each Party will, within 30 days after written request by the other Party: (i) return all documents and tangible items it or its employees or agents have received or created pursuant to this Agreement pertaining, referring or relating to the other Party's Confidential Information, and (ii) return or certify in a writing attested to by a duly authorized officer of such Party that it has destroyed all copies thereof.

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

**6.5 Confidentiality.** ASU is a public institution and, as such, is subject to Arizona Revised Statutes (*ARS*) §§ 39-121 through 39-127 regarding public records. Notwithstanding any other provision of this Agreement, any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law. In the event that ASU receives a request under applicable Arizona law to disclose any confidential documentation under this Agreement, including this Agreement, ASU will provide notice to Coursera of such request and will provide Coursera reasonable cooperation to the extent Coursera elects to seek a protective order preventing the disclosure, if allowable under applicable law.

## **7. LEARNER DATA.**

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

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

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

**7.4 Confidentiality.**

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

**b. Coursera Responsibilities.** Coursera will treat as Confidential Information any and all Learner data or information received from ASU or Learners who can be identified at the account level as Registered Students, and will not disclose this information to any third party without permission from ASU. Except with the prior consent of ASU, Coursera will not contact Learners subject to the Registered Student Model other than regarding routine administrative matters, including site maintenance.

**7.5 Research.** Coursera will share Learner information with researchers, and any research or experimentation on Learners through the Platform will be conducted, pursuant to the Coursera Research Policy available at: <http://legal.coursera.org/research.html>. Amendments to the Research Policy will be approved by the UAB, or a committee appointed by the UAB.

**8. REPRESENTATIONS AND WARRANTIES.**

**8.1 Mutual Representation.** Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement.

**8.2 Representations by ASU.** ASU further represents and warrants to Coursera that, to its knowledge: (a) all instructors or guest presenters providing any Course Content for use on the Platform will have timely signed and delivered the applicable Instructor Consent and Release, Guest Presenter Agreement, and Participation Release, as set forth in Exhibits B 1-3; (b) use of the Course Content on the Platform will not infringe the intellectual property rights of a third party; and (c) all Courses provided by ASU for use with the Platform will satisfy the Course Criteria.

**8.3 Representation by Coursera.** Coursera further represents and warrants to ASU that, to its knowledge, use of the Platform by ASU will not infringe the Intellectual Property rights of any third party.

**9. DISCLAIMERS; LIMITATION OF LIABILITY.**

**9.1 DISCLAIMER OF WARRANTIES.**

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

**b. THE COURSE CONTENTS ARE PROVIDED BY ASU AS IS WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ASU MAKES NO REPRESENTATIONS ABOUT ANY THIRD PARTY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS COURSE CONTENTS.**



**9.2 LIABILITIES.** EACH PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ITS OWN NEGLIGENCE AND THE NEGLIGENCE, ACTS, AND OMISSIONS OF ITS OWN EMPLOYEES, AGENTS OR INDIVIDUALS UNDER ITS DIRECTION AND SUPERVISION.

**9.3 LIMITATION OF LIABILITY.** EXCEPT FOR THE ITEMS IN SECTION 9.4, NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

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

## **10. INDEMNIFICATION.**

**10.1 Indemnification by ASU.** To the extent permitted by law ASU agrees to indemnify, defend and hold harmless Coursera from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct or other fault of the ASU, its officers, agents, employees or volunteers.

**10.2 Indemnification by Coursera.** Coursera will indemnify, defend, and hold harmless ASU and its officials, agents and employees (collectively, *ASU Indemnitees*) for, from, and against any and all damages, losses, or costs, expenses (including reasonable attorneys' fees and expenses), or other liabilities (*Losses*) arising out of or resulting from any third-party and costs of claim asserted against any ASU Indemnitees to the extent relating to: (a) any content on the Platform not provided by ASU, (including Instructors or any guest presenters), end users, or other third parties (such as other universities), including any violation or infringement of any third-party intellectual property rights or claims of defamation, invasion of privacy, right to publicity, or unfair competition; or (b) marketing communications to Learners by Coursera that are claimed by such third party to be in violation of applicable law.

**10.3 Procedures.** Each Party's right to indemnification under this section is conditioned on the Party seeking indemnification (*Indemnified Party*): (a) giving prompt written notice of, and tendering any such claim to, the other Party (*Indemnifying Party*); (b) permitting the Indemnifying Party to solely defend or settle any such claim at its sole expense, provided, however, that (i) the Indemnifying Party will not enter into any settlement agreement that would result in any admission by the Indemnified Party or payment by the Indemnified Party without the Indemnified Party's prior written consent, and (ii) the Indemnified Party may at its election participate in the defense of such claims through separate counsel at its own expense; and (c) providing the Indemnifying Party all reasonable assistance (at the expense of the Indemnified Party) in connection with the defense or settlement of any such claims.

**10.4 Indemnification Limitation.** ASU is a public institution. As such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41-621. Therefore, notwithstanding any other provision of this Agreement, ASU's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ASU.

## **11. TERM AND TERMINATION.**

**11.1 Term.** This Agreement will commence on the Effective Date and will continue in effect until the earlier of the date that is 5 years after the date hereof, or terminated as set forth below (the *Term*).

### **11.2 Termination.**

**a. Termination for Cause.** Either Party may terminate this Agreement, upon written notice to the other Party: (a) if such other Party commits a material breach of this Agreement, which breach is not cured within 30

days after receipt of written notice of such breach from the non-breaching Party; (b) immediately if such other Party has a receiver appointed, or an assignee for the benefit of creditors or in the event of any insolvency or inability to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws; or (c) immediately if the acts or omissions of such other Party adversely or negatively cause or result in material damage to or loss of a Party's reputation.

**b. Termination without Cause.** Either Party may terminate this Agreement upon providing at least 90 days' prior written notice of such termination to the other Party.

**c. Consequences of Termination.** Termination of this Agreement for any reason does not relieve either Party of its obligation to pay any amounts owed to the other Party whether they became due prior to or after such termination. Upon any termination of this Agreement, each Party will promptly return all Confidential Information of the other Party in its possession or control. In the event of termination of this Agreement by either Party, all rights and obligations under this Agreement will immediately cease, and Coursera will have no further obligation to provide any of the Services, except that in the event the Agreement is terminated without cause, Coursera will continue to host and make available, and have the right to monetize, any Course that is being hosted and provided by Coursera through the Platform at the time of termination for the remainder of the Course.

**11.3 Surviving Provisions.** All provisions of this Agreement that by their terms anticipate performance (including payment) after the termination of this Agreement, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of this Agreement.

## **12. GENERAL TERMS.**

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

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

If to Coursera, at:	Coursera, Inc. Attn: Legal Department 381 East Evelyn Avenue Mountain View, CA 94041 Phone: (650) 386-5525
If to ASU, at:	Office of the University Provost PO Box 877805 Tempe, AZ 85287 Attn: University Provost
With a copy to:	Arizona State University ASU Online and Extended Campus Attn: Exec Vice Provost & Dean PO Box 870101 Tempe, AZ 85287-0101

**12.3 Assignment.** Neither Party may assign or transfer any rights or obligations under this Agreement, directly or indirectly, by operation of law, or otherwise, without the prior written consent of the other Party, except to an affiliate, but only if (a) the assignee agrees in writing to be bound by the terms of this Agreement;

and (b) the assigning Party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

**12.4 Force Majeure.** Neither Party will be liable for inadequate performance (except for any payment or indemnity obligations hereunder) to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control. In the event that a Party's performance is impacted by a force majeure event, that Party will notify the other party immediately of such event.

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

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

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

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

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

**12.10 Amendment.** Any amendment must be in writing, signed by an authorized signatory of each Party, and expressly state that it is amending this Agreement.

**12.11 Entire Agreement.** This Agreement, and all documents referenced herein, is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

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

**12.13 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.

### **13 ASU and Arizona Required Provisions**

**13.1** The Parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

**13.2 Conflict of Interest.** If within 3 years after the execution of this Contract, Coursera hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Contract, then ASU may cancel this Contract as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

**13.3 Arbitration in Superior Court.** As required by ARS § 12-1518, the Parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to ARS § 12-133.

**13.4 Dispute Resolution.** If a dispute arises under this Contract, the Parties will exhaust all applicable administrative remedies provided for under Arizona Board of Regents Policy 3-809.

**13.5 Records.** During the term of this Agreement and for a period of two years thereafter, each Party will retain all records relating to all amounts due to the other Party under this Agreement.

**13.6 Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Coursera

and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

**13.7 Weapons, Explosive Devices and Fireworks.** ASU prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated or related entities, in all ASU residential facilities (whether managed by ASU or another Coursera), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by the Chief of the ASU Police Department or a designated representative.

**13.8 Student Educational Records.** To the extent applicable, both Parties will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the other Party or as otherwise provided by law.

**13.9 Tobacco-Free University.** ASU is tobacco-free. For details visit [www.asu.edu/tobaccofree](http://www.asu.edu/tobaccofree)

**13.10 Data Use and Ownership.** ASU will own, or retain all of its rights in, all data and information that ASU provides to Coursera, as well as all Registered Student data managed by Coursera on behalf of ASU, as well as all Registered Student data obtained or extracted through ASU's or Coursera's use of the Services or Deliverables (collectively, the ASU Data). The ASU Data includes Registered Student data, metadata, and content. The ASU Data shall be ASU's Intellectual Property and Coursera will treat it as ASU's confidential and proprietary information. Coursera shall not use, access, disclose, or license or provide to third parties, any ASU Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Coursera's obligations to ASU or Learners hereunder, or; (iii) as authorized in writing by ASU. Without limiting the generality of the foregoing, Coursera may not use any ASU Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, ASU's prior written consent. Upon request by ASU, Coursera will deliver, destroy, and/or make available to ASU, any or all of the ASU Data.

**13.11 Insurance Requirements.** Without limiting any liabilities or any other obligation of Coursera, Coursera will purchase and maintain (and cause its subcontractors to purchase and maintain), until all of their obligations have been discharged, including any warranty periods under this Agreement, or are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by Coursera, its agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Agreement do not limit any indemnity covenants in this Agreement. ASU does not warrant that these minimum limits are sufficient to protect Coursera from liabilities that might arise out of the performance of the work under this Agreement by Coursera, its agents, representatives, employees, or subcontractors.

**A. Minimum Scope and Limits of Insurance:** Coursera will provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage. [REDACTED]

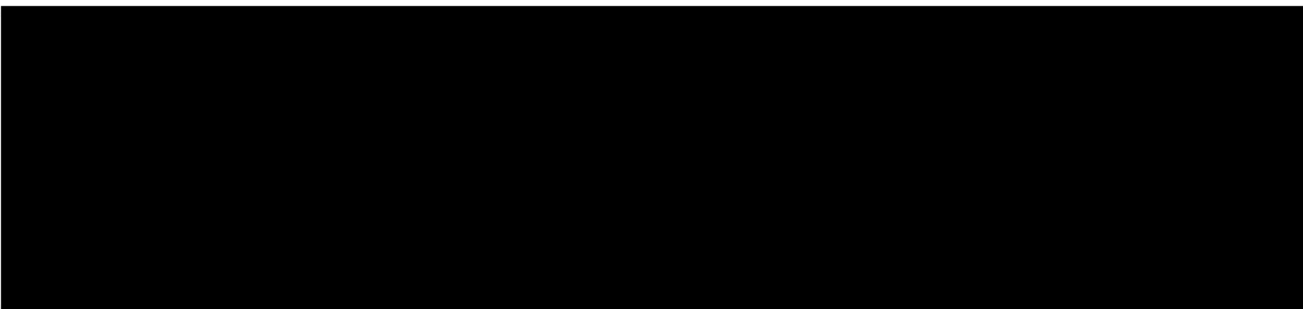
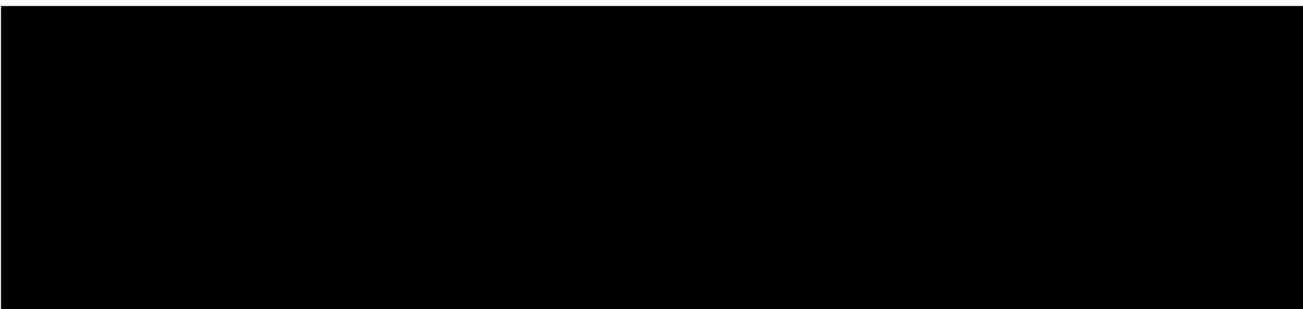
a. [REDACTED]

b. [REDACTED]

2. Worker's Compensation and Employers' Liability. Statutory limits, as amended from time to time, and in each case no less than the amounts specified below:

Workers Compensation	
Employers Liability	
• Each Accident	\$1,000,000
• Disease – Each Employee	\$1,000,000
• Disease – Policy Limit	\$1,000,000

a. 

B.   
D. 

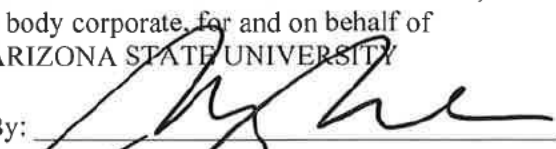
**13.12 Foreign Corrupt Practices Act/UK Bribery Act/ Local Anti-corruption Law Compliance.** Each Party warrants that it is familiar with the U.S. laws prohibiting corruption and bribery under the U.S. Foreign Corrupt Practices Act and the United Kingdom laws prohibiting corruption and bribery under the UK Bribery Act. Neither Party will offer or provide money or anything of value to any governmental official or employee or any candidate for political office in order to influence their actions or decisions, to obtain or retain business arrangements, or to secure favorable treatment in violation of the Foreign Corrupt Practices Act, the UK Bribery Act, or any other local anti-corruption law, either directly or indirectly. Any breach of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other local anti-corruption law, will be a material breach of this Agreement.

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

Coursera, Inc., a Delaware corporation

THE ARIZONA BOARD OF REGENTS,  
a body corporate, for and on behalf of  
ARIZONA STATE UNIVERSITY

By: 

By: 

Printed Name: Daphne Koller

Printed Name: Mark S. Gearle

Title: President

Title: Interim University Provost

Date Signed: September 17, 2015

Date Signed: 9/29/15



**Exhibit A**

**Revenue Sharing**

**1. Coursera Monetization Model**



**2. Private Communities - Applicable Revenue Share and/or other fees shall be as set forth in an Addendum to this Agreement**

**Exhibit B-1****Instructor Release**Plain English Summary:

In order to assist you, here's a plain English summary of this agreement.

As an instructor, you are agreeing to:

- Give your university and Coursera the right to use the content and any new features you produce on the Coursera platform;
- Make reasonable efforts to ensure that course content accommodates people with disabilities and does not include inappropriate content;
- not misuse your administrator access to the Coursera Platform; and
- not hold Coursera responsible for any legal claims - either yours or someone else's - related to your content and use of the Coursera site.

This consent and release is made in reference to any course that is being prepared for online distribution under an agreement between Coursera and my university (**ASU**). I hereby grant ASU the absolute right and permission to use, publicly broadcast, distribute, reproduce and digitize any Content that I upload, share or otherwise provide in connection with the Course or my use of the Platform. **Content** means any information, data, works of authorship including videos, lectures, course materials and syllabi. 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 ASU the right to use New Features in connection with the Course. ASU will have the right to grant any or all of the foregoing rights and permissions to Coursera for the duration such Content is offered through Coursera's platform, and to other entities or persons in connection with any other distribution of the Course.

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 have used and will use best efforts: (i) not to incorporate or use any libelous, slanderous or infringing Content; and (ii) 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 agree further that to the extent I am provided administrator access to the Coursera Platform for the purposes of loading Content I create, I shall utilize the Platform in strict accordance with Coursera's Terms of Use. Specifically, I agree not to reverse engineer the Coursera Platform, access, tamper with, break or circumvent security measures associated with the Platform, or otherwise test the vulnerability of the Coursera Platform, systems or networks unless specifically authorized to do so by Coursera.

I hereby release, discharge, promise not to sue, and hold harmless Coursera and its affiliates, successors and assigns from and against any and all claims, demands and/or causes of action 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.

I certify and represent that I have read this Release and fully understand its meaning and effect.

Instructor Printed Name: \_\_\_\_\_

Instructor Signature: \_\_\_\_\_

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



**Exhibit B-2-  
Guest Presenter Release**

Plain English Summary:

In order to assist you, here's a plain English summary of this agreement.

As a guest presenter, you are agreeing to:

- Give your university and Coursera the right to use the content and any new features you provide including your name, image and likeness;
- represent that you have the rights to grant the permissions you are granting; and
- promise not to sue Coursera over the content that you are voluntarily providing as part of the Course.

I grant University the right to use my name, voice, image or likeness (whether still, photograph or video) and any Content I provide in connection with the preparation of the Content for the Course and the provision of the Course on the Coursera Platform. I also irrevocably grant University the right to grant any or all of the foregoing rights and permissions (i) to Coursera 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 Coursera'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 hereby release, discharge, promise not to sue, and hold harmless University and its affiliates, successors and assigns and any entity, including Coursera, 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 and fully understand its meaning and effect.

Guest Presenter Printed Name: \_\_\_\_\_

Guest Presenter Signature: \_\_\_\_\_

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

**Exhibit B-3**  
**Participation Release**

Plain English Summary:

In order to assist you, here's a plain English summary of this agreement.

As a Participant in the Course, you are agreeing to:

- a. Give the university and Coursera the right to use any content you provide including your name, image and likeness; and
- b. promise not to sue the university and Coursera over your voluntary participation in the Course.

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 Coursera 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 Coursera's proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I hereby release, discharge, promise not to sue, and hold harmless University and its affiliates, successors and assigns and any entity, including Coursera, 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.

Participant Printed Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

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