

UCSC ONLINE EDUCATION COURSE AGREEMENT
FOR COURSERA COURSES

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

ON BEHALF OF

THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ

AND

(Name of Course Creator(s)) (if more than one Course Creator is listed, such parties will be referred to herein, collectively, as the “Course Creator”)

WHEREAS, The Regents of The University of California, on behalf of The University of California, Santa Cruz (“The Regents” or “UCSC”) offers massive open online courses through provider Coursera, Inc. (“Coursera”) pursuant to the Coursera Agreements (as defined below). (Terms used but not defined herein shall have the meanings given them in the Coursera Agreements); and

WHEREAS, The Regents wishes to offer the course

_____ as a Coursera course (the “Course”); and

WHEREAS, the UCSC instructor who is creating the Course (“Course Creator”) wishes to create and provide the Course for the Coursera Platform; and

WHEREAS, Coursera requires UCSC and Course Creator to execute a Course Development Agreement and Instructor Release in connection with the Course (the University-Coursera

Course Creator _____
Course _____

agreement, Course Development Agreement and Instructor Release are referred to herein, collectively, as the “Coursera Agreements”); and

WHEREAS, UCSC and Course Creator desire to clarify certain rights and responsibilities as between UCSC and Course Creator, arising under University policy and out of the parties’ execution and/or acknowledgment of the Coursera Agreements; and

THEREFORE, the parties agree as follows as of the last date of execution shown below (the “Effective Date”):

1. Intellectual Property Ownership

1.1 To the extent that the Course under this Agreement includes any work of authorship entitled to protection under the copyright laws, the parties agree to the following provisions:

1.1.1 Pursuant to the University’s Policy on Ownership of Course Materials, ownership of the rights to Course Materials (as defined below) created with use of Exceptional University Resources, as such term is defined in such policy, shall be governed by a written agreement entered into between the course creator and the University, which agreement shall specify how rights will be owned and controlled and how any revenue will be divided if the materials are commercialized.

1.1.2 The University’s Policy on Ownership of Course Materials defines “Course Materials” as “materials prepared for use in teaching, fixed or unfixed, in any form, including, but not limited to, digital, print, audio, visual, or any combination thereof. Course Materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, web-ready content, and educational software.” For purposes of this Agreement, Course Materials also include any content a Course Creator uploads to the Coursera Platform or provides to the University for uploading to the Coursera Platform. This definition is incorporated by reference herein.

1.1.3 The parties have determined that creation and production of Course Materials for the Course for the purpose described herein has required or will require use of “Exceptional University Resources,” as such term is defined in the University’s Policy on Ownership of Course Materials and, accordingly, the parties desire that this Agreement, together with the Instructor Release, will constitute the agreement described in Section 1.1.1 above with respect to the Course, only. Ownership of rights to any other Course Materials created by Course Creator with use of Exceptional University Resources will be governed by a separate written agreement pertaining to such course and the rights and obligations of the parties with respect to any course other than the Course may differ from the rights and obligations set forth in this Agreement.

1.1.4 Notwithstanding the use of Exceptional University Resources, the parties agree that ownership of the rights to Course Materials created for the Course by the Course Creator, including copyright, shall reside with the Course Creator.

- 1.1.5 The Regents owns the portions of the Course created by it, in accordance with U.S. copyright law, the University Policy on Copyright Ownership, and the University Policy on Ownership of Course Materials.
- 1.1.6 As permitted under the University Policy on Ownership of Course Materials, Course Creator has granted or shall grant to The Regents the license described in the Instructor Release, on the other terms and conditions set forth in the Instructor Release, via Course Creator's execution of the Instructor Release prior to or contemporaneously with execution of this Agreement.

The parties acknowledge that the Instructor Release sets the License Term for a Course as the period of the Course's availability under Section 1.8 of the agreement between University and Coursera. Section 1.8(a) allows the University and Course Creator to set the availability period for a session-based Course as part of the process of uploading Course Content. Section 1.8(b) specifies that, for an on-demand Course, the period of availability ends six months (for a single on-demand Course) or 12 months (for an on-demand Course that is part of a Specialization) after a written removal notice from University. Accordingly, University and Course Creator agree to the following terms regarding Course availability:

- (i) For a session-based Course, University and Course Creator will agree on the initial period of availability, which will be set based on the length of time required for the Course's offering. University will have the right to authorize Coursera to re-offer the Course on the Platform multiple times for up to (3) three years from the date the Course first became available on the Platform. Course Creator agrees that the License Term shall be automatically extended during the Initial Term or any subsequent renewal term to allow for such re-offering of the Course within the three year period without necessity of any further agreement to provide for such License Term extension, provided that Course Creator shall execute a new Instructor Release and Participation Release if requested by University or Coursera;
- (ii) For an on-demand Course that is not part of a Specialization, Course Creator shall have the right to require University to submit a removal request notice to Coursera at any time after the date that is two years six months after the Course first became available on the Platform.
- (iii) For an on-demand Course that is part of a Specialization, Course Creator shall have the right to require University to submit a removal request notice to Coursera at any time after the date that is two years after the Course first became available on the Platform..

- 1.1.7 The Regents hereby grants the Course Creator for the License Term a non-exclusive, royalty free, fully paid-up, license to copy, distribute, perform, display, and create derivative works of The Regents-owned portions of the Course, such as animations or logos created by staff employees or contractors of the University and modifications and enhancements made and owned by The Regents to the Course to meet Coursera production standards, in all mediums either now known or developed

in the future for educational, non-profit purposes.

- 1.2 If the Course is created by more than one Course Creator, joint ownership as between the two or more Course Creators will be governed in accordance with the University Policy on Copyright Ownership and the University Policy on Ownership of Course Materials.

2. Course Modifications

- 2.1 The Regents has an interest to ensure continued offerings of the Course on the Coursera Platform as a massive open online course, and Course modifications or supplementation may be necessary for such continued offerings. Accordingly:
- 2.1.1 The Course Creator has the first right to facilitate the Course’s offering as a Coursera massive open online course and to make modifications to the Course, subject to the limitations set forth in this Section 2.1.1 and in the Coursera Agreements. Course Creator will notify the University if Course Creator reasonably believes substantive modifications to the Course are necessary, for example to maintain the Course’s accuracy or relevance. University and Course Creator shall work in good faith to determine the process to make the modifications, in compliance with the Coursera Agreements, provided however, that University shall not be obligated to expend additional University resources, including without limitation funds and staff time, to accomplish such modifications, for example for producing the modified portions of the Course.
 - 2.1.2 The University has the option to offer the Course an unlimited number of times on the Coursera Platform, including on an on-demand, rolling-start basis during the License Term.
 - 2.1.3 If another faculty member is designated to facilitate the Course’s offering as a Coursera massive open online course, the faculty member designated to facilitate the Course will have the right to use the Course as reasonably necessary for facilitating the Course as assigned during the License Term.
 - 2.1.4 Updates or modifications to the Course, not including substantive modifications to content, may be made at the discretion of The Regents at any time. Non-substantive modifications include, for example, those relating to Course accessibility, assessment, production value and Course compatibility with the offering platform technology, including “Course Enhancements” as defined in the Coursera Agreements.
 - 2.1.5 Upon request by The Regents during the term of this Agreement, Course Creator may grant The Regents a license to offer the Course on online platforms other than the Coursera Platform, with specific terms and conditions to be negotiated at that time.
- 2.2 Any modifications or supplementation of Course content or creation of derivative works by or on behalf of The Regents beyond those described above in this Section 2 or in the

Instructor Release will be made only with the prior written consent of the Course Creator. The Regents and the Course Creator may elect to enter into a separate written agreement regarding any such additional modification or supplementation of Course content or creation of derivative works by The Regents.

3. Payment

- 3.1 The parties acknowledge and agree that the Course was selected for production as a massive open online course pursuant to a competitive selection process and that the University's obligations with respect to funding the Course or providing other support for the Course are as set forth in the initial funding award documentation. Other than as set forth in such funding award, the University shall have no obligation to expend additional University resources, including without limitation, funds, staff time, or Course Creator compensation or release time, with respect to the Course.
- 3.2 In the event that net revenues (as defined in Exhibit A) are generated and received by The Regents as a result of the offering of this Course, payments will be distributed in accordance with Exhibit A, UCSC Online Education Revenue Sharing Policy.

4. Term and Termination

- 4.1 This Agreement shall remain in effect until the later of (a) the expiration of the License Term or (b) three (3) years from the Effective Date (the "Initial Term"). Upon expiration of such Initial Term (and any subsequent terms), this Agreement will automatically renew for additional successive three (3) year terms, unless a party exercises its right to terminate as set forth below. The University will notify the Course Creator at least seven (7) months in advance of such auto-renewal to afford Course Creator the opportunity to terminate this Agreement as set forth in Section 4.2 below if Course Creator does not wish for the Agreement's term to renew. Upon any renewal, Course Creator shall execute a new Instructor Release and Participation Release on substantially similar terms as the initial Instructor Release and Participation Release.
- 4.2 Termination: After the Initial Term, either party may terminate this Agreement upon either (a) one hundred eighty (180) days' prior written notice to the other party (see Section 9).
- 4.3 The term of this Agreement shall continue for the period described above, notwithstanding any termination of Course Creator's employment with the University.
- 4.4 The following provisions will survive any termination or expiration of this Agreement: Sections 1, 2.1.1-2.1.4, 7, 8 and 10.

5. Copyright Permissions

- 5.1 Course Creator will comply with the then-current copyright clearance policies and practices of the University relating to massive open online courses in preparing the Course and Course Materials, and The Regents and the Course Creator shall work together, in good faith, to ensure compliance to the best of their ability with all applicable

copyright laws and requirements for obtaining permissions with respect to copyright clearance. Course Creator acknowledges and agrees that the fair use doctrine’s applicability to massive open online courses is likely more limited than the classroom or closed online course setting and that Coursera recommends that courses on its Platform use third party copyrighted works only with written permission of the copyright owner. If permission cannot be obtained from a copyright holder, Course Creator shall consult University librarians in an effort to replace any such third-party copyrighted material with open access materials.

6. ADA Compliance

6.1 In designing the Course, Course Creator will make good faith efforts, in cooperation with The Regents, to comply with all ADA requirements and University policy, including but not limited to those relating to Course accessibility and those requirements set forth in the Coursera Agreements.

7. Course Creator Warranty

7.1 Course Creator represents and warrants that in performing the services under this agreement:

- 7.1.1 The Course Creator will review the full Course prior to the first offering.
- 7.1.2 The portion of the Course provided by Course Creator will be the Course Creator’s original work, but may include material allowable under the fair use doctrine or with written permission of the copyright owner, and will not infringe upon any copyright or other proprietary rights of any other person or entity.
- 7.1.3 The Course will not violate the right of privacy or publicity of any other person or entity.
- 7.1.4 The Course will not contain libelous, defamatory or other unlawful material.
- 7.1.5 Course Creator is the original and sole author of the portion of the Course Materials provided by Course Creator (except for other allowable material as described above) and the Course Creator has the full right, power and authority to grant the licenses contained herein to The Regents.
- 7.1.6 During the term of this Agreement, Course Creator hereby grants to The Regents permission to use Course Creator’s name, likeness, identity, voice, photographic or videographic image, and oral or recorded statements in connection with The Regents’ offering of the Course and exercise of its rights as provided herein.

8. Indemnification

- 8.1 Only to the extent permitted by law and UC policy, Course Creator agrees to hold harmless and indemnify The Regents against any claim, demand, suit, action, proceeding, recovery, or expense of any nature whatsoever arising under this Agreement with respect to the Course Creator-owned or Course Creator-provided portions of the Course (excluding non-Course Creator modifications), including (a) claims of infringement of copyrights or proprietary rights resulting from The Regents’ publication and distribution of the Course; (b) claims of libel, obscenity, unlawfulness, or invasion of privacy based on or arising out of any matter or thing contained in the Course as furnished by the Course Creator; or (c) any breach of the warranties set forth above.
- 8.2 The Regents shall indemnify Course Creator in accordance with The Regents’ obligations to Course Creator based on Course Creator’s status as an employee of The Regents.

9. Notice

- 9.1 Any notice or payment required to be given to either party must be sent to the respective address given below and is effective: (a) on the date of delivery if delivered in person, (b) five (5) days after mailing if mailed by first-class certified mail, postage paid, or (c) on the next business day if sent by overnight delivery. Either party may change its designated address by written notice to the other party.

**Course
Creator:**

The Regents:

Herbert Lee
 Vice Provost for Academic Affairs
 MS: Chancellor’s Office
 1156 High Street
 UC Santa Cruz
 Santa Cruz, CA
 95064

10. Miscellaneous

- 10.1 This Agreement is not binding upon the parties until it has been signed below on behalf of each party.

- 10.2 No amendment or modification of this Agreement will be valid or binding upon the parties unless made in writing and signed by each party.
- 10.3 This Agreement and any exhibits to it, together with the Coursera Agreements, embody the entire understanding of the parties and supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof. The parties intend that the terms and condition of this Agreement are consistent with the parties' obligations under the Coursera Agreements. To the extent such terms and conditions and obligations conflict, the Coursera Agreements shall govern. Without limitation on the foregoing, in no event shall this Agreement obligate University to perform or forebear performance if such performance or forbearance would constitute University's breach of the Coursera Agreements.
- 10.4 If any part of this Agreement is for any reason found to be unenforceable (or ineffective due to a conflict with the Coursera Agreements as described in Section 10.3 above), all other parts nevertheless remain enforceable. In lieu of the unenforceable provision, the parties will substitute or add as part of this Agreement a provision that will be as similar as possible in economic and business objectives as was intended by the unenforceable provision.
- 10.5 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, Portable Document Format (PDF) or photocopied signatures of the parties will have the same legal validity as original signatures.
- 10.6 This Agreement is personal to Course Creator and is not assignable by Course Creator except with prior written consent of The Regents.

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10.7 This Agreement shall be governed by the laws of the State of California, without regard to conflict of laws principles that would result in the application of any law other than the laws of the State of California.

Agreed to by the parties as follows:

By: Vice Provost for Academic Affairs
MS: Chancellor's Office
1156 High Street
UC Santa Cruz
Santa Cruz, CA 95064

Herbert Lee

Date

By:

Course Creator

(Course Creator)

Date

A copy of this Agreement will be provided to Course Creator's Dean:

A copy of this Agreement will be provided to Course Creator's Chair:

