

**PLACEMENT CELL**  
**GARGI COLLEGE**  
**COURSERA INITIATIVE**

**About Coursera:**

Coursera is a world-wide online learning platform founded in 2012 that offers massive open online courses (MOOC), specializations, and degrees.

Coursera works with universities and other organizations (Yale University, Stanford University, Columbia University etc.) to offer online courses, specializations, and degrees in a variety of subjects, such as engineering, data science, machine learning, mathematics, business, computer science, digital marketing, humanities, medicine, biology, social sciences and others.

**Phase 1:**

Coursera for Campus, a new offering was designed to help any university, even those outside of Coursera's partner ecosystem, to use content on Coursera to deliver job-relevant, multi-disciplinary online learning to its learners. Universities had access to more than 3,600 high-quality courses to enhance their core curricula, offer credit-eligible and supplemental learning to students, and delivered lifelong learning to their alumni, faculty, and staff

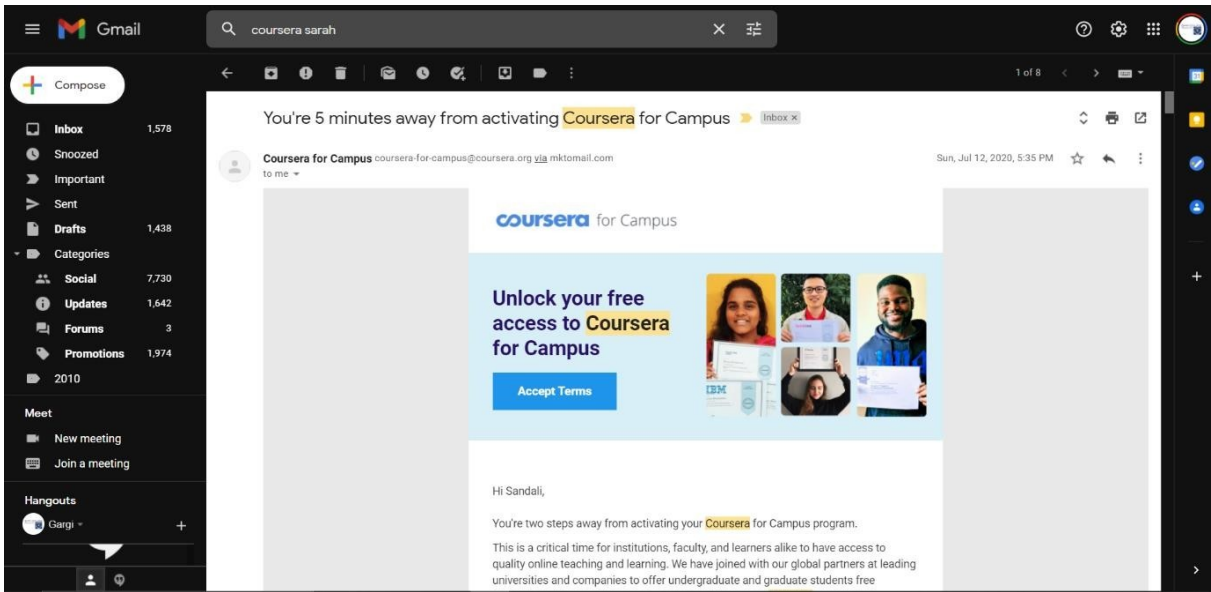
In collaboration with Coursera, **unlimited free online courses in diverse fields** were offered to the students, faculty members and alumni batch of 2020. A total of 657 invitations were sent, including 26 faculty members.  
Duration: 1<sup>st</sup> August to 30<sup>th</sup> November, 2020

**Phase 2:**

Under this initiative, Coursera is offering **one course and unlimited guided projects, free of cost** to the students of our college, with Certificates upon completion to all the registered candidates.

Duration: January, 2021 to Present

# Proof:



coursera.org		coursera.org		coursera.org	
<input type="text" value="Gargi College, University of Delhi"/>	<b>* Last Name:</b>	<input type="text" value="College"/>	<input type="checkbox"/> My organization is already a Coursera university partner.	<input type="checkbox"/> * By checking the box and clicking "Accept Terms", I certify that I and the organization I represent are not subject to United States sanctions and that I have authority to agree to the following terms on behalf of my organization. I agree to the <a href="#">Coursera for Campus Agreement</a> and participation in the Coursera Coronavirus Response program.	<input type="checkbox"/> * By checking the box and clicking "Accept Terms", I certify that I and the organization I represent are not subject to United States sanctions and that I have authority to agree to the following terms on behalf of my organization. I agree to the <a href="#">Coursera for Campus Agreement</a> and participation in the Coursera Coronavirus Response program.
<b>* Expected number of learners for this program:</b>	<b>* Work Email Address:</b>	<input type="text" value="gargi.placementcell@gmail.com"/>	<input type="checkbox"/> My organization is already a Coursera university partner.	<input type="checkbox"/> * By checking the box and clicking "Accept Terms", I certify that I and the organization I represent are not subject to United States sanctions and that I have authority to agree to the following terms on behalf of my organization. I agree to the <a href="#">Coursera for Campus Agreement</a> and participation in the Coursera Coronavirus Response program.	<input type="checkbox"/> * By checking the box and clicking "Accept Terms", I certify that I and the organization I represent are not subject to United States sanctions and that I have authority to agree to the following terms on behalf of my organization. I agree to the <a href="#">Coursera for Campus Agreement</a> and participation in the Coursera Coronavirus Response program.
<input type="checkbox"/> My organization is already a Coursera university partner.	<b>* Job Title:</b>	<input type="text" value="Select..."/>	<input type="checkbox"/> My organization is already a Coursera university partner.	<input type="checkbox"/> * By checking the box and clicking "Accept Terms", I certify that I and the organization I represent are not subject to United States sanctions and that I have authority to agree to the following terms on behalf of my organization. I agree to the <a href="#">Coursera for Campus Agreement</a> and participation in the Coursera Coronavirus Response program.	<input type="checkbox"/> * By checking the box and clicking "Accept Terms", I certify that I and the organization I represent are not subject to United States sanctions and that I have authority to agree to the following terms on behalf of my organization. I agree to the <a href="#">Coursera for Campus Agreement</a> and participation in the Coursera Coronavirus Response program.
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## Usage Reports:

The top screenshot shows a Gmail interface with a search for "coursera usage". The email is titled "Gargi College University of Delhi Program Usage Report" and is from Coursera. The report text states: "The usage report for the Coursera learning program was last updated on June 20 at 10:01 PM UTC. These reports are only for active contracts. To include data for all time, click here and select the option. The programs are as follows: Gargi College University of Delhi on Coursera. Here is a summary:"

Total enrollments	775
Total unique learners	567
Learners who have enrolled in at least one course	564
Current members	921
Removed members	4
Total unique courses	358
Total course completions	152

The bottom screenshot shows a similar Gmail interface with a search for "coursera usage". The email is titled "Gargi College University of Delhi Program Usage Report" and is from Coursera. The report text states: "The usage report for the Coursera learning program was last updated on November 8 at 10:04 PM UTC. These reports are only for active contracts. To include data for all time, click here and select the option. The programs are as follows: Gargi College University of Delhi on Coursera. Here is a summary:"

Total enrollments	6875
Total unique learners	462
Learners who have enrolled in at least one course	461
Current members	509
Removed members	1
Total unique courses	1661
Total course completions	262
Total verified course completions	262
Total unique course completers	123
Total estimated hours spent	4174
Learners who have completed 50% of a course	161

## Agreed Terms and Conditions:

This Coursera for Campus Agreement (“**Agreement**”) is entered into as of the date you click the “Accept Terms” button, or other equivalent button, indicating your acceptance of these terms (the “**Effective Date**”) between Coursera, Inc., with a place of business at 381 E. Evelyn Ave., Mountain

View, CA 94041 (“**Coursera**”), and the entity agreeing to these terms (“**Organization**”). There shall be no force or effect to any different terms of any related purchase order or registration form even if signed by the parties after the date hereof. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (a) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (b) you have read and understand this Agreement; and (c) you agree, on behalf of the party that you represent, to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity, please do not click the applicable acceptance button (or, if applicable, do not sign this Agreement). This Agreement governs Organization’s access to and use of the Services (as defined below).

## **1. Obligations.**

- o a. As of the Launch Date (as defined herein), Coursera grants to Organization and its users (“**Users**”) a non-exclusive, non-transferable, revocable right to access and use the User Services and Content Services (collectively, “**Services**”) subject to the terms and conditions set forth in this Agreement. It is intended that Users are registered students, faculty and staff of Organization. “**User Services**” means (i) customized landing page featuring the Organization logo and selected courses, (ii) User engagement reports, (iii) payment solution(s) that allow Users to seamlessly access premium course experiences and skip checkout, and (iv) enterprise-level User support. “**Content Services**” means access to Coursera’s Course and/or Specialization certificate service, including access to Course assessments and grades, for certain massive online open content offerings to be mutually agreed upon in writing by Coursera and Organization. “**Courses**” or “**Specializations**” means courses and specializations from the world’s top universities and instructors, for consumption via the proprietary platform developed by Coursera (“**Platform**”). “**User License**” means the right for a single User to access the Content Services for an unlimited number of Enrollments. “**Enrollment**” means registration to participate in a single Course, and such Enrollment shall be deemed used once a User registers for a Course and does not either (i) manually opt out or (ii) automatically unenrolled due to low activity, in both cases during

the trial period. User Licenses are transferable among Users, provided however, Users will lose paid access to all then-enrolled Courses if they are not holding a User License (or other paid Enrollment) through completion of such Courses. If a Course or Specialization becomes unavailable prior to the end of the Term, Coursera may replace such Course or Specialization with a reasonable alternative Course or Specialization. The Courses and Specializations offered in the Coursera for Campus catalogue are determined by such factors as availability, pricing, and other restrictions. “**Launch Date**” shall mean the date that Coursera gives “super administrator” access to Organization, which shall give Organization the ability to invite Users to access Content Services. The Launch Date shall be evidenced by an e-mail notification to Organization.

- o b. If Organization has opted to (1) create a learning plan for its users, (2) implement Single Sign-On (“**SSO**”) or (3) request that Coursera integrate with its learning management system (“**LMS**”), Organization shall reasonably and timely provide Coursera with all requested materials, APIs, systems information, Course and/or Specialization choices, and any other cooperation necessary to allow the Platform to be implemented (including testing and debugging) on or before the Launch Date. For the avoidance of doubt, any access pursuant to the Coursera Coronavirus Response may not, subject to Coursera’s sole discretion, include any of the options identified in this Section, and any agreement by the Parties to include such options shall be pursuant to separate written agreement between the Parties.
- o c. Coursera may, in accordance with Organization’s branding guidelines, use Organization’s name and logo(s) to list Organization as a customer and create mutually acceptable case studies highlighting the relationship of the Parties. Coursera may identify Organization and provide the number of participating Organization Users to the creators and instructors of Courses and/or Specializations (“**Course Creators**”) accessed by Organization’s Users. Organization may, in accordance with Coursera’s branding guidelines (found here <https://about.coursera.org/brand-guide>), use Coursera’s name and

logo(s) to promote this Agreement to their Users and on Organization's campus, provided that Coursera reserves the right to withdraw such permission in Coursera's sole discretion and request removal of Coursera's branding features (including any and all logos) immediately upon request and in no case later than two (2) business days. In addition, the Parties may, subject to mutual agreement as to the specific content, issue joint publicity materials, including, but not limited to, press releases. Other than as set forth herein, neither Party will, without the prior written approval of the other Party, issue any public statements or promotional materials disclosing the existence of this Agreement or the performance of Services hereunder. Without limitation of the foregoing, Organization shall not engage in any misleading communications that might state or imply that any Course Creators endorse, support, or have partnered with Organization.

Organization shall provide conspicuous notice to Users that completion of Courses or Specializations does not provide Users with academic credit from the Course Creators. Organization shall not use any logos or other branding elements of a Course Creator, provided that Organization may make factual statements about the availability of Courses and Specializations using plain text.

- o d. The Parties will cooperate to ensure each User's compliance with Coursera's user policies. Each Party will respect the confidentiality and privacy of such User data and operate in accordance with applicable law with respect to its use and handling of same. Organization agrees to implement and maintain technical and organizational measures and procedures to ensure an appropriate level of security for participants' personal information, including protecting such personal information against the risks of accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, dissemination or access.
- o e. The rights set out in Section 1(a) do not include the right to, and Organization will not (either directly or indirectly): (i) copy, sublicense, rent, lease, barter, swap, resell, or commercialize the Platform, Courses, or Specializations, in whole or in part; (ii) transfer, transmit, enable, or allow access to or use of the Platform, Courses, or Specializations, whether in whole or in part, by any

means, to a third party; (iii) create external derivative works of the Platform, Courses, or Specializations; (iv) use the Platform, Courses, or Specializations in any manner that is fraudulent, deceptive, threatening, harassing, defamatory, unlawful, illegal, obscene, or otherwise objectionable in Coursera's reasonable discretion; (v) "crawl," "scrape," "spider," or otherwise copy or store any portion of the Platform, Courses, or Specializations for any purpose not contemplated under this Agreement (e.g., in order to mimic the functionality and/or output of the Platform, Courses, or Specializations, in whole or in part); (vi) disassemble, reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying logic of any portion of the Platform, Courses, or Specializations; (vii) use the Platform, Courses, or Specializations as part of any machine learning or similar algorithmic activity; or (viii) publish or distribute the Platform, Courses, or Specializations, or materials derived from the Platform, Courses, or Specializations, to third parties.

2. **Intellectual Property.** Coursera retains all rights, titles, and interests in and to the Platform, Courses, and Specializations and improvements thereto, together with any tools, materials, specifications, guidelines, and instructions provided by Coursera to Organization, as well as all intellectual property rights, including all copyrights, trademarks, patents, rights in databases, goodwill, trade secrets, and moral rights. Organization will not remove, obscure, or alter any copyright or trademark notices or other notices provided in or through the Platform, Courses, or Specializations. Any rights not expressly granted to Organization in this Agreement are reserved by Coursera.
3. **Fees and Billing.** Coursera will invoice Organization for any Fees agreed upon by the parties. Organization will pay any invoice on the payment terms agreed upon by the parties. Except as otherwise agreed upon by the parties all fees are non-cancelable and non-refundable upon the issuance of any invoice by Coursera. All invoices are payable Net 30 from invoice date. All payments shall be in United States Dollars.
4. **Taxes.** Organization 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 Coursera's income). If a Party is required to pay any taxes for which the other Party is responsible, then the taxes will be billed to and paid by such other Party. For the avoidance of doubt, any tax withholding obligations of Organization shall not decrease the amount payable to Coursera by Organization. If Organization is claiming tax exempt status, Organization shall provide sufficient evidence of tax exemption status from applicable state and federal tax.

5. **Term.** The term of this Agreement for purposes of the Coursera Coronavirus Response (defined in Section 14 below) shall be as set forth in Section 14. For all other purchases, the term shall be as set forth pursuant to the applicable agreement between the parties. Upon expiration of the applicable term, access to the Platform will no longer be made available by Coursera under this Agreement (including paid access to uncompleted Courses).

**6. Termination.**

- o a. Termination for Breach. Either Party may suspend performance or terminate this Agreement if: (i) the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.
- o b. Effects of Expiration or Termination. Upon expiration or termination of this Agreement for any reason: (i) all rights granted and obligations incurred by one Party to the other that are intended to cease upon expiration or termination will cease immediately; (ii) upon request each Party will promptly return or destroy all Confidential Information of the other Party; and (iii) all Services shall immediately cease.

**7. Confidential Information.**

- o a. Obligations. Each Party will: (i) protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (ii) not disclose the Confidential Information, except to affiliates, employees, and agents who need to know it and who have agreed in writing to



keep it confidential and who are trained and reliable. Each Party (and any affiliates, employees, and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each Party is responsible for any actions of its affiliates, employees, and agents in violation of this section. “**Confidential Information**” means information disclosed by a Party to the other Party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances.

- o b. Exceptions. Confidential Information does not include information that: (i) the recipient of the Confidential Information already knew; (ii) becomes public through no fault of the recipient; (ii) was independently developed by the recipient; or (iv) was rightfully given to the recipient by another Party.
- o c. Required Disclosure. Each Party may disclose the other Party’s Confidential Information when required by law and must notify the other Party of such disclosure.

## **8. Representations and Disclaimers.**

- o a. Representations. Each Party represents that: (i) it has full power and authority to enter into the Agreement; and (ii) it will comply with all laws and regulations applicable to its performance of its obligations under this Agreement. Notwithstanding any other provision of this Agreement, neither Party shall take any action or omit to take any action under this Agreement or in connection with its business that would cause it to be in violation, in any applicable jurisdiction, of: (i) anticorruption laws and regulations, including but not limited to the Foreign Corrupt Practices Act (U.S) and The Bribery Act 2010 (U.K.); or (ii) anti-money laundering laws or regulations. Organization represents that it is in compliance with the various economic sanctions programs administered by the U.S. Department of Treasury’s Office of Foreign Assets Control and that Organization is not currently listed on any Excluded or Denied Party List maintained by any U.S. Government agency.
- o b. Non-Academic and Academic Credit Use. Courses under this Agreement shall be used for Organization’s standard learning and development training purposes. Such courses are to be used as

supplemental materials to in-person instruction. If Organization chooses to assign credit for such content, Organization is solely responsible for ensuring adequate pathways towards degree completion based on content availability. Organization acknowledges that: 1) Coursera and the Content Creators do not represent or warrant that the content meets any accreditation or regulated learning time standards; 2) Coursera and the Content Creators will not be responsible to update Organization on any substantive changes or availability of content; and 3) Coursera and the Content Creators do not guarantee the availability of the content. Both parties shall comply fully with the requirements for the handling of student information and protection of student privacy as set forth in the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99. Pursuant thereto, the parties will not disclose or use any student information, except as necessary to carry out their obligations under this Agreement and as permitted by FERPA.

- o c. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NONINFRINGEMENT. COURSERA PROVIDES ITS PRODUCTS AND SERVICES “AS IS” AND DOES NOT WARRANT THAT THE OPERATION OF ITS PRODUCTS AND SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. COURSERA MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES.

## **9. Indemnification.**

- o a. By Organization. To the extent permitted by applicable law, Organization will indemnify, defend, and hold harmless Coursera from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys’ fees) arising out of a third party claim: (i) that any Organization brand features or other

content used in accordance with this Agreement infringe or misappropriate any intellectual property rights of a third party; or (ii) involving actions by Users and other individuals associated with Organization (e.g., harassment on forums, plagiarism).

- o b. By Coursera. Coursera will indemnify, defend, and hold harmless Organization from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Coursera's technology used to provide the Platform or any Coursera brand features used in accordance with this Agreement infringe or misappropriate any intellectual property rights of such third party. Notwithstanding the foregoing, in no event shall Coursera have any obligations or liability under this section arising from: (i) use of the Platform or Coursera brand features in a modified form or in combination with materials not furnished by Coursera; or (ii) any content, information, or data provided by Organization, Users, or other third parties.
- o c. General. The Party seeking indemnification will promptly notify the other Party of the claim and cooperate with the other Party in defending the claim. The indemnifying Party has full control and authority over the defense, except that: (i) any settlement requiring the Party seeking indemnification to admit liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed; and (ii) the other Party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

#### **10. Limitation of Liability.**

- o a. Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

- o b. Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY ORGANIZATION TO COURSERA FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM ALLEGING LIABILITY UNDER THIS SECTION IS RAISED BY EITHER PARTY.
- o c. Exceptions to Limitations. These limitations of liability do not apply to breaches of confidentiality obligations, violations of a Party's intellectual property rights by the other Party, or indemnification obligations.

**11. Miscellaneous.**

- o a. Notices. All notices must be in writing and addressed to the attention of the other Party's legal department. The contact for Coursera shall be: 381 E Evelyn Ave., Mountain View, CA 94041 Attn: Legal. The address for Organization shall be either Organization's billing information in the Agreement or another address provided by written notice stating the Party's intention to change the notice address. Notice will be deemed given: (i) 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 (ii) 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.
- o b. Assignment. Neither Party may assign or transfer any part of this Agreement without the 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.
- o c. Force Majeure. Neither Party will be liable for inadequate performance 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.

- o d. No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.
- o e. 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, and the remainder of this Agreement will continue in full force and effect.
- o f. No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.
- o g. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- o h. Equitable Relief. Nothing in this Agreement will limit either Party's ability to seek equitable relief.
- o i. Governing Law. To the extent permitted by applicable law, this Agreement is governed by California law, excluding that state's choice of law rules. TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
- o j. Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement. The enforceability, terms and conditions of this Agreement shall not be affected, amended or superseded by the issuance or acceptance of a purchase order delivered for the Services that are the subject of this Agreement. Any terms and conditions attached to a purchase order subsequently exchanged between the Parties for the Services shall have no effect.
- o k. Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.
- o l. 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. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference. For purposes of clarity, if Organization has an Online Course Hosting and Services Agreement (or other agreement governing Organization's creation of and placement of Courses and Specializations on to the Coursera Platform) or a Coursera for Partners Addendum (or other agreement governing Organization's access to the Courses and Specializations it has created and placed on to the Coursera Platform) in place with Coursera, this Agreement does not modify or supersede the terms of such agreements.

- o m. 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. E.U. and United Kingdom Data Protection**

- o a. This section shall only apply to the extent that Personal Data (as defined below) of Data Subjects (as defined below) in the European Union and/or the United Kingdom is processed by Coursera.
- o b. To the extent that the parties do not transfer or otherwise process Personal Data of Data Subjects in the European Union and/or the United Kingdom, the provisions of this section shall not apply.
- o c. In this section, the following terms shall have the following meanings:
  - (ii) i. "Data Protection Laws" means any laws and regulations in any relevant jurisdiction, relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Regulation 2016/679 ("GDPR"); and (b) any laws or regulations ratifying, implementing, adopting, supplementing or replacing GDPR; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.
  - (iii) ii. "DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

- (iv) iii. “Privacy Shield” means the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as administered by the U.S. Department of Commerce.
- o d. Data protection
  - (ii) i. The terms “Data Subject”, “Data Controller”, “Personal Data” and “processing” shall have the meaning set out in GDPR.
  - (iii) ii. The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement.
  - (iv) iii. Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
  - (v) iv. To the extent that a party (the “Receiving Party”) receives any Personal Data from the other party (the “Providing Party”), the Receiving Party, acting as a new Data Controller of such Personal Data, shall:
    - 1. comply with the provisions and obligations imposed on it as a Data Controller by Data Protection Laws at all times;
    - 2. take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data;
    - 3. implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
    - 4. not transfer such Personal Data outside the European Economic Area unless in accordance with applicable Data Protection Laws and, if applicable, in accordance with clause 12(d)(iv)(10);
    - 5. inform the Providing Party within 24 hours of becoming aware that any such Personal Data is (while within the Receiving Party or its subcontractors’ or affiliates’ possession

or control) subject to a personal data breach (as defined in Article 4 of GDPR) or is lost or destroyed or becomes damaged, corrupted or unusable;

- 6. provide to the Providing Party and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause and/or Data Protection Laws;
- 7. from 25 May 2018, take such steps as are reasonably required to assist the Providing Party in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
- 8. notify the Providing Party within two (2) business days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that Data Subject's Personal Data;
- 9. provide the Providing Party with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that Data Subject's Personal Data; and
- 10. to the extent that Personal Data is processed outside the European Economic Area, either:
  - a. be certified under and comply with the Privacy Shield, and maintain its self-certification to and compliance with such framework; or
  - b. comply with the protection requirements and principles of the Privacy Shield, including providing at least the same level of data security and privacy protection as required by the principles set out in the Privacy Shield and in such case shall provide without any charge or delay such information and assistance as required by the Providing Party to assess whether the Receiving Party is processing Personal Data in a manner consistent with the obligations under the principles set out in the Privacy Shield,
  - c. and the Receiving Party hereby represents, warrants and covenants that this is and shall remain the case.
- e. To the extent that a Receiving Party receives any Personal Data from the Providing Party, the Providing Party warrants and



represents that it has the right under applicable Data Protection Laws to share such Personal Data with the Receiving Party and that, where applicable, it has obtained all necessary consents from the Data Subjects whose Personal Data is being shared to do so.

- o f. If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

**13. For U.S. Government agencies, the following additional terms apply:**

- o a. Organization may terminate this Agreement for convenience. In the event of such termination, Coursera will immediately stop all work hereunder and Coursera will be entitled to receive and retain payment in the amount on the order page, plus reasonable charges that resulted from the termination. Coursera shall not be required to comply with the cost accounting standards or contract cost principles for this purpose.
- o b. Any provisions that require Organization to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. § 552.
- o c. Indemnification by Organization above does not apply.
- o d. All clauses regarding assignment are subject to FAR clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements.
- o e. This Agreement is governed by applicable federal law. Any disputes involving this Agreement will be handled in accordance with FAR clause 52.212-4(d), "Disputes."
- o f. If this Agreement is entered into by a U.S. government agency or in support of a U.S. government contract, Coursera expressly rejects any Federal Acquisition Regulation (FAR) clause or FAR agency supplemental clause that is not a required flowdown for a firm-fixed-price, commercial item subcontract. Only the FAR clauses below are incorporated herein and are made part of this Agreement, provided the conditions described below apply to this

Agreement, and all other FAR and FAR agency supplemental clauses are hereby rejected.

- (ii) i. 52.203-13 Contractor Code of Business Ethics and Conduct (Oct 2015) (if this Agreement exceeds \$5.5M and has a performance period of more than 120 days)
- (iii) ii. 52.219-8 Utilization of Small Business Concerns (Oct 2014)
- (iv) iii. 52.222-21 Prohibition of Segregated Facilities (Apr 2015)
- (v) iv. 52.222-26 Equal Opportunity (Sep 2016)
- (vi) v. 52.222-35 Equal Opportunity for Veterans (Oct 2015) (if this Agreement equals or exceeds \$150,000)
- (vii) vi. 52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014) (if this Agreement exceeds \$15,000)
- (viii) vii. 52.222-37 Employments Reports on Veterans (Feb 2016) (if this Agreement equals or exceeds \$150,000)
- (ix) viii. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- (x) ix. 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- (xi) x. 52.222-50 Combating Trafficking in Persons (Mar 2015)
- (xii) xi. 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

**14. For Participants in the Coursera Coronavirus Response program, the following additional and/or superseding terms apply:**

- o a. The Coursera Coronavirus Response program is the program through which Coursera provides User Licenses to Coursera for Campus free of charge to universities, colleges, or other institutions impacted by the Coronavirus (determined by Coursera in its sole discretion). Access to the Platform that is pursuant to the Coursera Coronavirus Response program (the “**Response Program**”) shall be subject to the additional and/or superseding terms set forth in this Section 14 (the “**Response Program Terms**”). For the purposes of the Response Program, the Response Program Terms shall take precedence over any conflicting terms in this Agreement. For the avoidance of doubt, the Response Program Terms shall not apply to any other purchase under this Agreement.

- o b. Subject to the Response Program Terms and pursuant to Organization's participation in the Response Program, Coursera shall provide Organization up to 5,000 User Licenses (or more subject to Coursera's sole discretion) free of charge for the purposes of providing Organization's Users access to the Coursera for Campus catalog (the "**Response Program Licenses**"). The Launch Date of the Response Program Licenses (the "**Response Program Launch Date**") shall be provided to Organization by Coursera by email. Access to the Platform pursuant to the Response Program may not include, subject to Coursera's sole discretion, services such as private authoring, custom curriculum consulting, single sign-on, LMS integration, dedicated customer success management or Turnitin (the "**Additional Services**"). In the event Organization wishes to purchase additional access to the Platform or any Additional Services not otherwise provided pursuant to the Response Program, any such purchase may be addressed in a separate agreement between the parties referencing this Agreement.
- o c. The Term of the Response Program shall begin on the Response Program Launch Date and end on the Response Program End Date (as defined herein). Subject to any extension or modification at Coursera's sole discretion, Users accessing the Platform pursuant to the Response Program Licenses shall not be permitted to enroll in new Courses or Specializations or access already-enrolled Courses or Specializations after September 30, 2020 (the "**Response Program End Date**", provided that Users shall have access to already-enrolled Courses and Specializations after the Response Program End Date if by the Response Program End Date the User has not already had access to such already-enrolled Course or Specialization for a period of two months after the applicable enrollment date, and provided further that any such access after the Response Program End Date shall end two months after the applicable enrollment date (the "**Response Program Teach-Out Date**"). In addition, Coursera may immediately suspend performance or terminate this Agreement if Coursera determines that its association with Organization has an adverse

impact on the business or reputation of Coursera, its licensors, or other partners.



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