

University Senate
1 April 2013
3:30 PM
HSC Lecture Hall 3

- I. Approval of the Agenda
- II. Approval of the minutes from March
- III. Welcome from the SoM and HSC Senates
- IV. Report from the President (S. Stanley)
- V. Report from the President of the Senate
- VI. Proposed creation of two departments in Dentistry
(S. Walker)
- VII. MOOCs: Proposed SUNY contract with Corsera
(C. Powell, D. Snow)
- VIII. Report from Health Sciences (K. Kaushansky)
- IX. Report from the Provost (D. Assanis)
- X. Report from the UUP (A. Shertzer)
- XI. New Business
- XII. Old Business
- XIII. Adjourn

Attachments

March Minutes (II)

President's Report (IV)

Request from Dental School (VI)

- Endodontics (VI)

- Prosthodontics (VI)

Coursera-SUNY Agreement March 24 (VII)

East Campus Report (VIII)

University Senate
Minutes
March 4, 2013

I. Approval of agenda: approved.

II. Approval of minutes from February 4, 2013: approved.

III. State of the Senate (F. Walter)

- The state of the Senate is solid.
- Sending out monthly Senate bulletin. Good vehicle to let people know what the Senate is doing.
- Pets on campus will be a topic of future discussion.
- Disappointed that President Stanley is not using governance representation on search committees. Constitution states that governance will be represented on all searches for administrative level of Dean and above. Working well with the Provost on governance representation.
- We should think about putting together a faculty handbook.
- SUNY will become smoke free very soon.
- The newest graduate housing unit is \$1,400 a month. Working on solutions to bring cost down.
- Last year we consolidated the Library PTC and the PTC. Also passed an IT policy and approved ROTC on campus.

IV. Resolution on RA Support (M. Ryan and T. Robertazzi, Co-chairs, Research Committee)

- Worked with the Graduate Council on a resolution for increase in RA student stipends.
- Student stipend for the academic year for all RA's commensurate with impending raise in GA and TA minimum stipends.
- Stipend for AY 14/15 will be \$20,145.
- Departments may set minimums above recommended minimal levels at their own discretion.
- This resolution was presented to the Graduate Student Organization.

Vote on Resolution: All in favor, none opposed, 1 abstention. Resolution passes.

V. Resolution on GenEd (F. Walter)

- Three outstanding issues: the need to establish an Ad Hoc committee on certification, minimum grade requirement of C or better and authorizing the Undergraduate Council to determine the framework of undergraduate programs on the East Campus.

First vote on accepting minimum grade of C: 32 for, 3 opposed and 5 abstentions.

Second vote on authorizing Undergraduate Council to determine framework for East Campus: 32 for, none opposed and no abstentions.

Third vote on forming an Ad Hoc Certification Committee: all in favor, none opposed and 2 abstentions.

All three votes pass.

VI. Report from UUP (A. Shertzer)

- Different contract. Governor Cuomo has hired a chief negotiator.
- SUNY is opposed to adjunct raises. SUNY did not bring up merit pay as they usually did in the past.
- A vote will happen some time in April.

VII. Report from the East Campus (Written Report)

VIII. President's Report (Written Report)

IX. Provost's Report (A. Drees)

- Just started third semester at SUNY Korea. As of February 28, total enrollment for spring semester is 85 students. Average SAT score for this entering class was 1214. There are 5 tenure track, 1 practice-track and 3 adjunct faculty.
- The 2013 SBU-BNL Seed Grant Program serves to foster collaborative efforts between SBU and BNL. The deadline for submission of proposals is April 8th.
- Provost's Lecture Series: March 14th hosting a lecture by Alison Jaggar.
- The 17th annual Swartz Foundation Mind/Brain Lecture will host Dr. Michael Wigler, Professor of Genetics at Cold Spring Harbor Laboratory on April 1st at 4:30 p.m.

X. New Business: no new business.

XI. Old Business: no old business.

Meeting adjourned.

Submitted by:

Laurie Theobalt
Secretary



April 1, 2013

TO: University Senate

FROM: Samuel L. Stanley Jr., M.D.
President

SLS

SUBJECT: President's Report

I. SBU CELEBRATES RAISING \$200 MILLION IN 12 MONTHS

The University recently announced a historic period of giving for the University in which friends and alumni contributed a staggering \$200 million over a 12-month period. This collective gift -- involving more than 1,500 donors -- is the largest in the University's 57-year history, and includes the sixth largest donation ever made to an American public university, according to *The Chronicle of Higher Education*. The catalyst was a \$50 million matching challenge as part of the \$150 million gift from philanthropist **Jim Simons** and his wife Stony Brook alumna **Marilyn Simons** ('74, '84). Designed to transform the University's future through a wide range of educational and research endeavors, the Simons Gift has already generated a record number of scholarships, fellowships, endowed chairs and professorships, and benefited dozens of strategic initiatives across campus.

II. STONY BROOK TO AWARD TWO HONORARY DEGREES IN MAY

The State University of New York (SUNY) Board of Trustees has formally confirmed approval for Stony Brook University to bestow two honorary degrees at its upcoming 53rd Commencement ceremony in May. Slated to receive honorary degrees are **Dr. Nora D. Volkow** (Doctor of Science), Director of the National Institute on Drug Abuse (NIDA), and artist **Terrence Netter** (Doctor of Fine Arts). Commencement is scheduled for **Friday, May 24, at 11 a.m. in the Kenneth P. LaValle Stadium.**

III. RECENT APPOINTMENTS AND SEARCHES

Whelan Named Interim Vice President for Strategic Initiatives

Dr. Matthew Whelan, Associate Provost for Enrollment and Retention Management at Stony Brook University, was recently named Interim Vice President for Strategic Initiatives. In this position he will serve as an adviser in the areas of long-term policy and strategic initiatives. This is a role in which he will identify institutional priorities, facilitate planning and take the lead in identifying and facilitating cross-functional academic initiatives at Stony Brook. As part of his new responsibilities, the Office of Institutional Research will move from the Provost's office back into the President's Office, under Dr. Whelan's oversight. Having joined Stony Brook in 2006 after serving in key positions at St. John's and Hofstra, Dr. Whelan has spent the last 24 years working in positions in college admissions, financial aid and enrollment management. He has agreed to continue to oversee Enrollment and Retention Management at Stony Brook through the spring semester, directing and managing our current class of applications.

CIO Search Reaches Initial Interview Phase

Under the leadership of **Dr. Craig Lehmann**, Dean of the School of Health Technology and Management, the search committee appointed to identify viable candidates for Stony Brook's next Chief Information Officer (CIO) recently began the process of interviewing an initial slate of nine candidates for the position. The committee expects to narrow the list down to three to five individuals, who will be recommended to return to campus around mid-April for a second round of interviews and interaction with key campus stakeholders. Additional details will be provided as they become available.

IV. SBU REACHES AGREEMENT WITH THREE VILLAGE SOCCER CLUB

Stony Brook University and the **Three Village Soccer Club (TVSC)** recently reached an agreement on the usage of the athletic fields near the South P lot that satisfies the ongoing athletic needs of both students and the community. Under the terms of the new agreement, Stony Brook University students will have primary use of permanently designated, and newly refurbished, athletic fields while the TVSC will continue to have access to newly created fields consisting of about the same amount of acreage as before. The TVSC will also have an opportunity to use the newly refurbished fields when they are not in use by students, subject to availability. The permit to use the fields, which is retroactive to September 1, 2012 and running through August 31, 2018, provides for automatic renewal for five additional years provided there is no cause for non-renewal.

V. UPCOMING EVENTS

Healthier U Walk on Wednesdays Program to Kick off this Month

Walk on Wednesdays (WOW), Stony Brook University's employee weekly walking program, will kick-off its 2013 spring season on **April 3**, which is also National Walking Day. Groups of faculty and staff will start walking at **noon**, rain or shine, at the locations listed below:

- Hospital - Main Lobby
- Tech Park - Cafeteria at 31 Research Way
- Long Island State Veterans Home - Main Entrance
- Main Campus - Fountain on the Academic Mall
- South Campus:
 - Endeavor Hall Lobby
 - Sullivan Hall Lobby
 - Suffolk Hall Lobby by EH&S
 - Research & Development Park - Research & Support Services Bldg. (formerly Bldg. 17) - Main Entrance

Participants who walk at least four times this spring will receive a free Healthier U T-shirt (while supplies last). For more information and pictures from last year, go to the Healthier U Web site at www.stonybrook.edu/healthieru .

This Month's Gala to Feature Alan Alda

The University and the Stony Brook Foundation will host the **Stars of Stony Brook Gala** on **Wednesday, April 24** at Pier Sixty in New York City. SBU visiting professor and acclaimed, actor, director and writer **Alan Alda** will be this year's honoree. This annual event is designed to raise money in support of student scholarship programs. This year's Gala will also benefit the Center for Communicating Science for which Alda is a founding board member. Reduced priced

tickets are available for faculty and staff for \$500 per ticket or \$5,000 for a table of ten. In addition, the University will offer chartered coach transportation to and from the Gala. To purchase tickets and/or to reserve seats on the bus, please contact Nicole Piampiano at 632-4197 or Nicole.piampiano@stonybrook.edu.

Save the Date: Presidential Lecture

Please save the date for a Stony Brook University Presidential Lecture, featuring **Ms. Marian Wright Edelman**, founder and president of the Children's Defense Fund, on **Tuesday, May 7** at 4:00 p.m. in the **Staller Center for the Arts**. Additional details are forthcoming.

VI. FACULTY HONORS

Four SBU Professors Receive NSF CAREER Awards Totaling Nearly \$2 Million

I am proud to congratulate four Stony Brook University faculty members who were recently selected to receive the prestigious National Science Foundation (NSF) Faculty Early Career Development (CAREER) program award. The award, which includes a substantial grant to support research over a five-year period, is given to promising young faculty members who exemplify the role of teacher-scholar through outstanding research, excellent education and the integration of both education and research. The faculty members and their awards include: Radu Laza, Department of Mathematics, \$414,000; Alexander Orlov, Department of Materials Science & Engineering, \$504,668; Jonathan Rudick, Department of Chemistry, \$500,000; and Emre Salman, Department of Electrical & Computer Engineering, \$453,809.

VII. ATHLETICS UPDATE

Football Team Prepares for Fall Season with Spring Game

Heading into Colonial Athletic Association (CAA) competition in the fall, the Stony Brook football team, under head coach **Chuck Priore**, recently began spring practice and will host a **Spring Game on April 21**. All practices and scrimmages are free and open to the public.

Women's Soccer Signs Eight Student-Athletes to NLI's for 2013 Season

The Stony Brook women's soccer team and head coach **Sue Ryan** recently announced the signing of eight student-athletes to National Letters of Intent. Among those signed were: Kimberly Comstock, Christina Fluman, Hannah Groth, Lindsay Hutchinson, Lauren Kovalchuk, Maxie New, Elise Pratt and Leah Yurko. The signees, who come from five different states, will be eligible to play for the Seawolves in the fall.



Stony Brook School of Dental Medicine

October 25, 2012

Dr. Dennis N. Assanis
Provost & Senior Vice President for Academic Affairs
Stony Brook University
407 Administration Bldg.
Stony Brook, NY 11794-1401

Dear Dr. Assanis:

I am the Chair of the Faculty Council of the School of Dental Medicine at Stony Brook University. The School of Dental Medicine is undergoing a period of growth in its DDS program as well as its postgraduate programs. In preparation for this growth the Faculty and Staff drafted a Strategic Plan (2010 – 2020) for our School. During the process of formulating this plan, it became apparent that we required enhancement in the areas of Prosthodontics and Endodontics. Historically, these two disciplines were housed as divisions within the Department of General Dentistry. Dr. Ray Williams, the Dean, approached Faculty Council with a proposal to establish a Department of Prosthodontics and Digital Technology and a Department of Endodontics within the School. The Faculty Council By-Laws Committee reviewed the proposal and unanimously agreed that the following motion would be presented at the June 23, 2011 meeting of the Faculty Council:

“The By-Laws of the Faculty Council and all Standing Committees documents will be amended to include two new Departments in the School of Dental Medicine. These new Departments will be named (1) the Department of Prosthodontics and Digital Technology and (2) the Department of Endodontics.”

This motion was distributed twice to all faculty 4 weeks and 2 weeks prior to the meeting and, as per our by-laws, the motion was adopted with greater than 2/3rds of the Faculty voting in favor of the motion.

It was also noted recently that the School of Dental Medicine has two official but non-active Departments named the Department of Dental Health and the Department of Clinical Dentistry. According to Faculty who have worked in the School since the early 1970's, the Department of Clinical Dentistry was never populated with Faculty or Staff and thus has never functioned in

any capacity. The Department of Dental Health did function but approximately 20 years ago its Faculty, Staff, and the Department's curriculum were transferred into the Department of General Dentistry. However, administrative steps were not taken to inform the University or SUNY that the Department had been eliminated. The current administration of the School proposed to the Faculty Council that we eliminate these two non-functioning Departments. The By-Laws Committee unanimously agreed that the following motion be made at the Faculty Council meeting of June 23, 2011:

"The By Laws of the Faculty Council and all Standing committee documents will be amended such that there are nine official Departments that are named: Department of Dental Medicine, Department of Endodontics, Department of General Dentistry, Department of Hospital Dentistry, Department of Oral Biology and Pathology, Department of Oral and Maxillofacial Surgery, Department of Orthodontics and Pediatric Dentistry, Department of Periodontology, and the Department of Prosthodontics and Digital Technology."

This motion was distributed twice to all faculty 4 weeks and 2 weeks prior to the meeting and, as per our by-laws, the motion was adopted with greater than 2/3rds of the Faculty voting in favor of the motion.

In summary, the Faculty Council of the School of Dental Medicine has approved the Dean's proposals to establish two new Departments and to formally eliminate two non-active Departments within the School.

Sincerely,



Stephen G. Walker, M.Sc., Ph.D.
Associate Professor
Chair, Faculty Council

cc: Dr. Kenneth Kaushansky
Dr. Ray Williams

PROPOSAL FOR A NEW DEPARTMENT
Department of Endodontics
Stony Brook University School of Dental Medicine
Date: November 28, 2012

Department Description and Justification:

Endodontics is that recognized specialty of dentistry concerned with the morphology, physiology and pathology of the human dental pulp and periradicular tissues. Its study and practice encompass the basic clinical sciences including the biology of the normal pulp, the etiology, diagnosis, prevention and treatment of diseases and injuries of the pulp and associated periradicular conditions. Historically at the School of Dental Medicine, Endodontics has been housed as a distinct division within the Department of General Dentistry and more recently within the Department of Periodontology. The new Department of Endodontics aims to educate and train predoctoral and postgraduate students/residents at the School of Dental Medicine in the art and science of Endodontics. In addition to student education, the Department of Endodontics is committed to patient care, research and community service/engagement. Through continuing education programs the Department of Endodontics will provide advanced knowledge to local, national and international communities and actively collaborate with other academic departments within the School of Dental Medicine and University.

Department Mission:

The mission of the Department of Endodontics is to inspire its students and faculty to fulfill professional and personal achievement through a commitment to excellence in education, patient care, service and research at the local, state and national levels.

Department Faculty:

Chair: Dr. George A. Bruder

Assistant Professors: Drs. George A. Bruder, Christopher Joubert

Clinical Assistant Professors: Drs. Jermone Cymerman, Erik Gonzalez, Edward Isaac, Randolph Todd

Department Curriculum: Predoctoral Dental Program

The new Department of Endodontics would provide all predoctoral dental courses for the specialty of Endodontics and would offer lectures in material sciences and emergency dentistry. Specific division (departmental) courses for the 2012-2013 academic year are as follows:

- HDG 606 Dental Material Sciences II
- HDP 615 Introduction to Endodontics
- HDP 711 Endodontic Technique
- HDP 725 Year III Endodontic Clinic
- HDP 801 Board Review Sessions
- HDI 821 Year IV Endodontic Selective
- HDG 824 Year IV Dental Emergencies

Department Curriculum: Advanced Education Program in Endodontics:

The Department of Endodontics would also be responsible for the courses, seminars and clinics for the two-year Advanced Education Program in Endodontics. This is a postdoctoral certificate program within the School of Dental Medicine. The program includes four postdoctoral students/residents total (two per year). In addition, the Department’s (Division’s) goal is to develop outstanding endodontists with an extensive background in the biological sciences, clinical practice, teaching and research. This broadly based program in Endodontics and related phases of postdoctoral education provides students with a thorough preparation for careers in specialty clinical practice, research, and/or academics. The program is also designed to satisfy the guidelines for and encourage certification by the American Board of Endodontics.

Year I Courses
HDE 500 Introduction To Advanced Endodontics
HDE 540 Endodontic Clinic Summer II
HD 900 Core Course for the Advanced Education Programs
HD 901 Clinical Research Methods and Introductory Biostatistics
Oral Pathology & Medicine
HDE 501 Classic Literature
HDE 502 Current Literature
HDE 503 Surgical Seminar I
HDE 504 Case Presentation Seminar/Interdepartmental Treatment Planning
HDE 505 Endodontic Topics/Text Book Review
HDE 541 Endodontic Clinic Fall
HDE 542 Endodontic Clinic Spring
HDE 543 Endodontic Clinic Summer I
Research Project I

Year II Courses
HDE 640 Endodontic Clinic II
Oral Pathology & Medicine
HDE 601 Classic Literature

HDE 602 Current Literature
HDE 603 Surgical Seminar I
HDE 604 Case Presentation Seminar/Interdepartmental Treatment Planning
HDE 605 Endodontic Topics/Text Book Review
HDE 641 Endodontic Clinic Fall
HDE 642 Endodontic Clinic Spring
HDE 643 Endodontic Clinic Summer I
Research Project II

Department Resources:

For personnel, the Department (Division) of Endodontics has 2.8 FTE (full-time equivalent) faculty positions and a 0.5 FTE senior staff assistant. The total state budget for the Department (Division) is approximately \$465,000 for the 2012-2013 academic year.

For the clinic, the Department (Division) has one full-time dental assistant and one full-time staff receptionist assigned to the Advanced Education Program in Endodontics. Other staff hygienists and dental assistants in the Dental Care Center are also assigned to the program to support the postdoctoral students/residents and their clinical activities. Each postdoctoral student/resident in the Advanced Education Program in Endodontics is assigned a dental operator for his/her own exclusive use, which is equipped with dental chair, computer (for both the electronic patient information system and student access to educational content), digital radiography, surgical operating microscope and all equipment needed for training.

Upgrades in the information technology at the School of Dental Medicine and the Health Sciences Center have improved access to learning and teaching materials for students and faculty. The entire School of Dental Medicine is equipped with high-speed data networking. Every clinical operator, seminar room, resident office and faculty office is equipped with at least one computer. The Howard Oaks Learning Center is also equipped with 12 high-speed computers. The School of Dental Medicine network is protected by a firewall and all faculty and students are assigned secure network data space. The School maintains an intranet for teaching material (BlackBoard), and the Medical Informatics Department maintains a web-based secure course resource network (CBase).

The Department of Endodontics has a dedicated conference room equipped with dry-erase board, LCD projector, screen and high-speed computer. This room also contains a library of journals and may be used as a quiet study room when not in use for seminars. Photocopy machines are available for the

faculty and students/residents of the Department of Endodontics and the School of Dental Medicine. Patient records and radiographs are accessible using personalized access cards through the computers via the axiUm® system and Emago® software. In addition, the Media Services branch of the Health Sciences Center provides support (fee for service) to all members of the School of Dental Medicine including students/residents. These services consist of medical illustration, photography, audiovisual, slide and digital imaging.

Existing Library Resources

The Health Sciences maintains a collection of dental monographs and textbooks, as well as subscriptions to dental clinical and research periodicals. Many of the library holdings are available on-line through a login with a Stony Brook identification number. The library adequately serves the educational, clinical, and research information needs of the Department's (Division's) faculty, staff and students/residents. The library holds over 70,000 monographs (with well over 2,000 in dentistry), and over 2,200 print journals of which approximately 1300 are available in digital format, including 38 pertaining specifically to clinical and research aspects of dentistry. All faculty and students/residents have computer access to the Health Science Center Library, e-mail, and the Internet through computers located in faculty offices, Oaks Learning Center, postdoctoral students' office space and clinical operatories in the Dental Care Center.

The following are some examples of electronic journals in the Health Sciences Library collection and germane to Endodontics and oral health sciences: *Advances in Dental Research*, ***Archives of Oral Biology***, ***British Dental Journal***, ***Endodontics & Dental Traumatology***, ***European Journal of Dentistry***, ***Evidence-Based Dentistry***, ***International Journal of Dentistry***, *Journal of the American Dental Association*, *Journal of Dental Research*, ***Journal of Dental Sciences***, ***Journal of Dental Sciences and Research***, *Journal of Endodontics*, ***New York State Dental Journal***, *Oral Surgery*, *Oral Medicine*, *Oral Pathology*, *Oral Radiology and Endodontics*, and *Quintessence International*.

PROPOSAL FOR A NEW DEPARTMENT
Department of Prosthodontics & Digital Technology
Stony Brook University School of Dental Medicine
Date: November 28, 2012

Department Description and Justification:

The proposed Department of Prosthodontics & Digital Technology will focus on the synergism among dental biomaterials, the specialty of Prosthodontics and new imaging techniques in dentistry. Prosthodontics is a recognized clinical discipline in dentistry focused on the diagnosis, treatment planning, rehabilitation and maintenance of the oral function, comfort, appearance and health of patients with clinical conditions associated with missing or deficient teeth and/or oral and maxillofacial tissues using biocompatible substitutes. The Department of Prosthodontics & Digital Technology will include a Division of Diagnostic Imaging, which will be the academic home for faculty specializing in Oral and Maxillofacial Radiology.

Similar to other dental schools, Prosthodontics education at the School of Dentistry is structured in fixed, removable and implant Prosthodontics courses delivered in the second, third and fourth years of the predoctoral curriculum. The Department is also establishing an advanced dental education program leading to a specialty certificate in Prosthodontics with a special focus on Maxillofacial Prosthodontics and Implantology.

Historically, Prosthodontics was organized as a Division within a large Department of General Dentistry in the School of Dental Medicine. A newly established and independent Department of Prosthodontics & Digital Technology will allow for enhanced educational program accountability (predoctoral and postdoctoral), research productivity, faculty development and national recognition. It is anticipated that faculty members within the Department of Prosthodontics & Digital Technology will interface and actively collaborate with other academic departments within the School of Dental Medicine and University. The Department will also foster a close affiliation with the University Medical Center by offering maxillofacial prosthetic services to patients suffering from oral-facial cancer, congenital defects and trauma. The special focus on new digital technologies will support the other dental school departments by providing Oral and Maxillofacial Radiology services and by implementing new production methods for dental restorations with significantly higher quality control.

Department Mission:

- To educate dental students to be skilled and competent in the discipline or specialty of Prosthodontics
- To train specialists in Prosthodontics, who are skilled clinicians with a strong experience in research and education.
- To provide high quality patient services by our predoctoral and postdoctoral students, and by our faculty and staff.
- To advance the knowledge in Prosthodontics through basic and clinical research.
- To provide continuing education in Prosthodontics to the dentists of New York State and the region.
- To provide leadership for the School's *continuous pursuit of excellence in education, patient care and discovery.*
- *To promote comprehensive care of patients for achieving optimal oral health, esthetics and function in close collaboration with the other dental specialties and departments at School of Dental Medicine.*

Department Faculty:

Associate Professor & Chair: Marcus F. Abboud, DDS, PhD

Division of Prosthodontics

Clinical Associate Professor: Richard Greenfield, DDS

Clinical Assistant Professors: Rafael Delgado Ruiz, DDS, MsC, MsC, PhD; Sheila Foerth, DDS; Donna Gentile, DDS; Sanford Lyman, DMD; Andrew Pacinelli, DMD; Aaron Segal, DDS, FACP; Christine Valestrand, DMD; Alex Won, DDS

Division of Diagnostic Imaging:

Clinical Assistant Professors: Dan Colosi, DDS, PhD; Arthur Goren, DMD, FAAOMR

Department Curriculum: Predoctoral Dental Program

The Department of Prosthodontics & Digital Technology offers predoctoral dental courses that are interdisciplinary and that follow the expertise of the department faculty. Department courses for the 2012-2013 academic year are as follows:

Year I

- HDR 503: Radiology I

Year II

- HDR 611: Fixed Partial Prosthodontics Technique
- HDR 613: Removable Prosthodontics Technique
- HDR 622: Year II Radiology Clinic

Year III

- HDR 708: Advanced Esthetic Concepts
- HDR 709: Oral and Maxillofacial Radiologic Interpretation
- HDR 722: Year III Fixed Partial Prosthodontics Clinic
- HDR 723: Year III Removable Prosthodontics Clinic
- HDR 726: Year III Radiology Clinic

Year IV

- HDI 804: Year IV Esthetic Dentistry Elective
- HDG 821/822: GPP Clinic I/II (Interdisciplinary with other Departments)
- HDR 806: Advanced Imaging Techniques
- HDR 807: Advanced Removable Prosthodontics
- HDR 821: Year IV Advanced Fixed Prosthodontics Selective
- HDR 823: Year IV Radiology Clinic

Department Curriculum: Advanced Education Program in Prosthodontics:

The Department of Prosthodontics and Digital Technology will be the academic home for the Advanced Education Program in Prosthodontics, which is planned as a 36-month full-time certificate program with didactic and clinical experience components in the specialty of Prosthodontics. Accreditation of the program with the Commission on Dental Accreditation is currently being sought. The intended first class will be enrolled in July 2013 (i.e., two postdoctoral students/residents per class or six total for the three-year program).

The proposed courses and seminars for the certificate program in Prosthodontics are as follows:

Year I Courses

- Advanced Prosthodontic Laboratory Techniques
- Clinical Prosthodontics
- Complete Denture Prosthodontics
- Dental Materials Science
- Diagnosis and Management of Orofacial Pain and Sleep Disorders
- Fixed Partial Denture Prosthodontics
- Geriatrics
- Host-Parasite Interactions
- Introduction to Implant Dentistry
- Normal and Reparative Tissue Development in the Oral Cavity
- Occlusion, Dental Morphology and Articulators

- Oral Pathology and Oral Medicine
- Orthodontic and Periodontal Literature Review and Treatment Planning Seminar
- Patient Presentation Seminar
- Periodontal/Prosthodontic Treatment Planning Seminar
- Prosthodontics Laboratory Techniques
- Prosthodontics Literature Review
- Regional Anatomy, Orofacial Neuroscience and Pain Conditions
- Research Methodology
- Statistics and Data Analysis

Year II Courses

- Advanced Imaging Techniques
- Advanced Implant Dentistry
- Advanced Occlusal Concepts
- Clinical Prosthodontics
- Geriatrics
- Maxillofacial Prosthodontics
- New Dentist Issues and Ethics
- Oral Pathology and Oral Medicine
- Orthodontic and Periodontal Literature Review and Treatment Planning Seminar
- Patient Presentation Seminar
- Periodontal/Prosthodontic Treatment Planning Seminar
- Practice Preclinical Teaching
- Pre-Clinic Teaching
- Prosthodontic Board Preparation
- Prosthodontics Literature Review
- Research
- Sedation and Emergency Medicine

Year III Courses

- Clinical Prosthodontics
- Orthodontic and Periodontal Literature Review and Treatment Planning Seminar
- Periodontal/Prosthodontic Treatment Planning Seminar
- Practice Prosthodontic Clinical Teaching
- Pre-Clinic Teaching
- Predoctoral Teaching
- Prosthodontic Case Presentation

- Prosthodontics Literature Review
- Research

Department Resources:

For personnel, the Department of Prosthodontics and Digital Technology has 6.5 FTE (full-time equivalent) faculty positions and a 1.0 FTE senior staff assistant. The total state budget for the Department is approximately \$950,000 for the 2012-2013 academic year.

For the clinic, the Department (Division) has one full-time dental assistant and a shared full-time staff receptionist assigned to the Advanced Education Program in Prosthodontics. The Department also has a dental laboratory staffed by three full-time dental technicians and one support staff person. The laboratory is able to fabricate all dental prostheses with the exception of the casting of frames for removable partial dentures. The laboratory is also equipped with a Nobel Biocare Procera laser scanner.

The Dental Care Center (Sullivan Hall) is currently undergoing an expansion project that will add 35 operatories (i.e., 1,500 square feet), six of which will be devoted to the Advanced Education Program in Prosthodontics. The new clinical space will also feature a small sterilization area, dental laboratory, dental radiology room, dispensary, supply storage area and a new patient reception desk. Each postdoctoral student/resident in the Advanced Education Program in Prosthodontics will be assigned a dental operatory for his/her own exclusive use in the new clinical space. Each operatory (90 square feet) will be equipped with dental chair, computer (for both the electronic patient information system and student access to educational content), digital radiography and all necessary equipment needed during for training.

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The Department of Prosthodontics has a dedicated conference room equipped with dry-erase board, LCD projector, screen and high-speed computer. This room also contains a collection of journals and may be used as a quiet study room when not in use for seminars. Photocopy machines are available for the faculty and students/residents of the Department (Division) of Endodontics and the School of Dental Medicine. Patient records and radiographs are accessible using personalized access cards through the computers via the axiUm® system and Emago® software. In addition, the Media Services branch of the Health Sciences Center provides support (fee for service) to all members of the School of Dental Medicine including students/residents. These services consist of medical illustration, photography, audiovisual, slide and digital imaging.

Existing Library Resources

The Health Sciences Library maintains a collection of dental monographs and textbooks, as well as subscriptions to dental clinical and research periodicals. Many of the library holdings are available on-line through a login with a Stony Brook identification number. The library adequately serves the educational, clinical, and research information needs of the Department's faculty, staff and students/residents. The library holds over 70,000 monographs (with well over 2,000 in dentistry), and over 2,200 print journals of which approximately 1300 are available in digital format, including 38 pertaining specifically to clinical and research aspects of dentistry. All faculty and students/residents have computer access to the Health Science Center Library, e-mail, and the Internet through computers in faculty offices, in the Oaks Learning Center and in the postdoctoral students' office space and dental operatories.

The following are some examples of electronic journals in the Health Sciences Library collection and germane to Prosthodontics and oral health sciences: *Advances in Dental Research*, *Clinical Oral Implants Research*, *Implant Dentistry*, *International Journal of Prosthodontics*, *Journal of Prosthetic Dentistry*, *Journal of Prosthodontics*, *Journal of the American Dental Association*, *Oral Surgery*, *Oral Medicine*, *Oral Pathology*, *Oral Radiology and Endodontics*, *Quintessence International* Suggest listing them one after the other instead of on separate lines (top conserve page length).

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STATE UNIVERSITY SYSTEM ONLINE COURSE HOSTING AND SERVICES AGREEMENT

This STATE UNIVERSITY SYSTEM ONLINE COURSE HOSTING AND SERVICES AGREEMENT (this “**Agreement**”), dated as of _____, 2013 (the “**Effective Date**”), is by and between Coursera, Inc., a Delaware corporation, with a principal place of business at 1975 W. El Camino Real, Suite 202, Mountain View, CA 94040 (“**Coursera**”) and [_____], a [a non-profit educational institution organized under the laws of], located at [_____] (“**University System**”). Each of Coursera and University may hereinafter be referred to as a “**Party**,” and collectively, the “**Parties**.”

BACKGROUND

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

WHEREAS, University System desires to implement Coursera’s proprietary platform within the state university system by supporting course development by its instructors and making online content available for use in connection therewith by University System students and other end users; and

WHEREAS, Coursera may make available various forms of services through or in connection with its proprietary platform, and University System desires to obtain the services described in this Agreement for the benefit of itself and the university institutions that are part of the state system of University, subject to the terms and conditions contained herein.

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

AGREEMENT

~~1.~~ **STRUCTURE**

University System (“System”) is entering into this Agreement on behalf of itself and its constituent university institutions throughout the state. Each such university institution shall have the right to exercise the rights granted under this Agreement and will be subject to all of the terms, conditions and obligations hereunder. University System will remain fully and primarily responsible for all acts and omissions by its constituent university institutions under this Agreement and shall cause any such university institution to comply with the terms and conditions hereunder. A breach of any term of this Agreement by such university institution will be deemed a breach as if committed by University System.

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

“**System Campus**” means any academic institution included in the University System.

“**ADA Compliance Protocol**” means the protocols relating to the Americans with Disabilities Act (“**ADA**”) setting forth the Parties’ responsibilities for providing accommodations to End Users with disabilities with

respect to University Content offered through the Platform, as set forth in **Exhibit E**, attached hereto.

“**Content**” means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures and course materials, assessments and syllabi.

“**Content Provider**” means any third-party, non-University System academic university, institution or other organization that has provided Course Content to Coursera for use in connection with the Platform.

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

“**Course Criteria**” means a rigorously designed Course meeting high academic standards that uses multi-media Content in a coherent, high-production-value presentation (*i.e.*, not just simple lecture capture) to provide the End User opportunities for a rich set of interactions and assessment(s) (whether provided by automatic grading technology or by peer-to-peer interaction activities), resulting in a meaningful learning experience that significantly transcends static Content or plain videos.

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

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

“**End User**” means any individual registered with Coursera taking a Course or Courses online through the Coursera Website.

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

“**Instructor Agreement**” means the agreement between University and Instructors and guest presenters, the form of which is attached hereto as **Exhibit B-1**.

“**Intellectual Property Rights**” means all rights worldwide in, to and under copyrights, copyright registrations and applications, trademarks (including trade dress, service marks and trade names), trademark registrations and applications, domain names, patent, patent applications (including the right to claim priority under applicable international conventions) and all patents issuing thereon, inventions, whether or not patentable, trade secrets, author rights, moral rights, rights in goodwill, and other proprietary rights, as may exist now and hereafter come into existence, and all renewals and extensions thereof.

“**Licensed Courses**” means Course Content produced by a Content Provider and made available to University and Registered Students under the terms and conditions of this Agreement.

“**Platform**” means Coursera’s proprietary software platform and algorithms used to host, transmit and make Courses available online to End Users.

“**Registered Students**” means an individual registered or otherwise enrolled for credit at University in a degree program who is also an End User.

“**Term**” has the meaning provided in [Section 9.1](#).

“**Third-Party Institution**” means a third-party academic institution that is not part of University System (*e.g.*, community college, state university system, or high school dual enrollment).

“**University**” means a degree granting institution within the University System.

“**University Content**” has the meaning provided in [Section 3.1](#).

~~3.~~ **AVAILABLE CONTENT**

~~1.~~ **University Content.** At its cost and expense, any System Campus may develop, produce and submit Courses and related Content for hosting on the Platform (“**University Content**”) for access and use by Registered Students and/or End Users based upon the Platform Use Model selected for such University Content. Upon mutual agreement between Coursera and System, Coursera may make certain of the University Content generally available to End Users. If System produces more than two Courses, System will designate a coordinating program manager at the System level who will be the primary point of contact with Coursera regarding the development, production, submission and administration of University Content to Registered Students. System will be responsible for providing University Content in a format that can be hosted and streamed via the Platform on the Coursera Website. System agrees to use reasonable efforts to also develop supporting educational Content for blending learning

instruction with respect to University Content, for use by both Registered Students and End Users, as applicable.

~~(A)~~ **General Requirements for University Content.** All University Content must meet certain technical quality standards pertaining to (i) video quality; (ii) audio quality; and (iii) correct formatting of assessments and other Content (“**Quality Standards**”) as designated by Coursera. Should Coursera find that University Content is not compliant with the Quality Standards at any time, Coursera has the right to so notify University for correction, which University will correct within 10 business days. If such notice is provided after the launch of University Content on the Coursera Website, the Content-producing University will correct such deficiency and submit a corrected version of the deficient Content within one week of receiving the notice. If University fails to make the required corrections, Coursera may decline to host and make the applicable Course available through the Platform. System or one of its Universities may not remove, block or suspend access to University Content during the Course Lifespan (defined in Section 3.1(b)(i) below) without Coursera’s consent unless the Instructor who provided the University Content or System can demonstrate that any material portion of such University Content is grossly erroneous or has become out-of-date in ways that cannot be promptly corrected, or that such University Content is non-compliant with any applicable law or regulation. If subject to an adverse inquiry or claim (e.g., of copyrighted materials without approval), Coursera will attempt to contact the University to resolve the situation, however, Coursera reserves the right to remove, block or suspend access to University Content subject to the adverse inquiry or claim. Coursera will maintain published policies for any such claims, counter-claims, and the resolution process.

~~(B)~~ **Requirements for University Content Made Available to End Users.** All University Content referenced in this Section 3.1(b) is University Content made available to End Users through the Coursera Website and shall be subject to all of the following requirements under this Section 3.1(b). University Content must satisfy the Course Criteria in addition to the Quality Standards. Coursera reserves the right to remove or otherwise suspend access to any University Content failing to satisfy the Course Criteria, at Coursera’s reasonable discretion, with at least three business days prior notice.

~~(C)~~ **Course Development Agreement.** Prior to any University Content offering, Coursera, University and Instructor(s) will mutually agree on and execute a Course Development Agreement, pursuant to which System and Instructors will offer the applicable University Content through the Platform. Should Instructor(s), in the process of preparing the University Content, decide to make material changes to the content or assessments agreed upon Course specifications, Coursera must be notified promptly, and no fewer than 30 days prior to the first scheduled launch of the University Content on the Platform.

~~(D)~~ **Course Lifespan.** Prior to any University Content offering, the Parties will mutually agree on an initial period for a guaranteed offering of the University Content (“**Initial Period**”), as set forth in the Course Development Agreement. The University Content will continue to be offered following the Initial Period, and after the Initial Period, System may request that the University Content be removed from the Platform (“**Removal Request**”), and within 90 business days (or as otherwise agreed to by the Parties in a Course Development Agreement) of receipt of the Removal Request, Coursera will remove the University Content from the Platform. For purposes of this Agreement, “**Course Lifespan**” means the later of (i) the time until the end of the Initial Period or (ii) the date the University Content has been removed from the Platform pursuant to any Removal Request. At the end of the Course Lifespan, System has the right to have the University Content removed from the Coursera Website.

~~(E)~~ **Course Acceptance Procedures.** Upon upload of the University Content onto the Platform, Coursera has the right to check the materials for compliance with the Course Development Agreement, Course Criteria and Quality Standards. Should Coursera find that the University Content is not compliant with either the Course Development Agreement or Course Criteria, Coursera has the right to so notify the Instructor(s) and Content-Providing University, and return the University Content to the Instructor(s) and University for correction (via a “**Deficiency Notice**”). Such Deficiency Notice must be provided no later than the last of the following: (i) 21 days in advance of the launch of the University Content; (ii) a week following the upload of the relevant University Content by the Instructor(s) onto the Coursera Website; or (iii) promptly upon having a material defect pointed out by an End User of the

University Content through an email or forum post read by Coursera staff. University will correct such University Content deficiencies after having received the Deficiency Notice and submit a corrected version of the relevant University Content at least three days prior to its scheduled launch date, or within a week of receiving the Deficiency Notice, whichever comes later. Should University not resubmit a version of the University Content correcting the issues identified in the Deficiency Notice, Coursera may, at its sole discretion, decline to launch the University Content at its scheduled time. If, after resubmission, Coursera believes in its reasonable discretion that such University Content still does not satisfy any criteria set forth in the Course Development Agreement, Coursera shall send University another Deficiency Notice and may, at its own discretion, decline to launch the University Content at its scheduled time, and the Parties will meet and confer regarding any further corrective actions and a possible new launch date.

~~(IV)~~ **Instructor Agreement.** System will require and cause all of its Instructors or guest presenters providing any University Content for use on the Platform, prior to uploading any such University Content to the Platform, to execute and deliver to Coursera the applicable Instructor Agreement. In addition, to the extent participation of any other person is used in any University Content, University will obtain a written release, in a form attached hereto as **Exhibit B-2**, from each participating person prior to uploading any such University Content to the Platform. System shall provide copies of the Instructor Agreements or participation releases for any University Content to Coursera upon request.

~~(E)~~ **Third-Party Claims.** Should either Party receive a written notice from a third party alleging infringement of its Intellectual Property Rights arising from the provision of University Content through the Platform (through any Platform-use model) or be subject to a governmental investigation, that Party will provide the other Party with notice of the alleged infringement claim, and the University Content pertaining to such claim may be removed from the Platform should it be determined based on further evaluation of such claim that the University Content is infringing.

3.2 Third-Party Content. Coursera will make certain Licensed Courses available to University and its Registered Students on the Platform to allow University to provide Registered Students with University-recognized credit for such Licensed Courses. Coursera and University will mutually agree quarterly to the list of Licensed Courses that can be made available to Registered Students for such credit. The Licensed Courses will be accessible through one or more webpages made available on the Coursera Website. Registered Students will only have access to a Licensed Course during the specified Course period, as defined by System. System's and Registered Students' access to Licensed Courses is subject to its availability from the Content Provider. Coursera will have the right to remove, block or suspend access to any Licensed Courses should it be subject to an adverse inquiry or claim (e.g., use of copyrighted materials without approval). Licensed Courses may be modified by the applicable Content Provider during the duration of the Term, notice of which will be provided to System in a commercially reasonable time frame. System will be responsible for communicating any such modifications to its Registered Students.

~~4.~~ CONTENT USE MODELS

Guided Course. System will have the right to access and use the Platform in connection with offering University Content and/or Licensed Courses to its Registered Students ("Registered Student Courses") and allow its Registered Students to obtain System-recognized credit for such Courses. In offering the Registered Student Courses, System or one of its Universities will (i) manage the offering of Registered Student Courses, (ii) administer the University Content or Licensed Content using the Administrative Services (discussed in Section 5.3 below), which may include for any such Registered Student Courses (depending on the Administrative Services offered hereunder) maintaining or moderating discussion groups or forums, setting due dates and calendaring items, providing assessments, assigning grades, setting a Course syllabus and controlling the level of access to its Registered Students; (iii) appoint an Instructor of record for each such Course, (iv) provide Registered Students access to University Content or Licensed Courses through the Coursera Website using standard protocols for authentication and secure passwords; (v) and collect all tuition fees from Registered Students. University Content will be clearly branded as being provided by University; Licensed Content will be clearly branded as being provided by the Content Provider. System agrees to accept completion of Registered Student Courses for credit and transfer credit across educational institutions consistent with System transfer policies. A share of the revenue collected under this model will be paid by University to Coursera in accordance with Section 7.1.

Open-Access Courses – non-Credit bearing. System and Coursera may mutually agree to make certain University

Content generally available on the Coursera Website, which University Content may be accessed and taken by any End User. Under this use model, Coursera will be responsible for administering the Open Access Courses to its End Users, and University will not be obligated to provide additional Instructor support in connection with the offering to End Users, except that for the first offering of a Course, System will make reasonable efforts to monitor the respective forum to ensure that material Content errors or issues are identified and addressed. A share of the revenue collected under this model will be paid by Coursera to University in accordance with [Section 7.3](#).

System-Provided Open-Access Courses – Credit Bearing. System and Coursera may mutually agree to designate certain Open Access Courses using University Content as Credit Bearing Courses. These courses will be made generally available on the Coursera Website and may be accessed and taken by any End User, including System Registered Students. Not all University-Provided Open Access Courses will be designated as Credit Bearing. System and its Universities will allow End Users taking Credit-Bearing Open-Access Courses to obtain either University credit or University-recognized transfer credit, at zero or nominal cost for the transfer, if End User completes the Course via a mechanism that ensures sufficient mastery and academic integrity. Under this use model, Coursera will be responsible for administering the Open Access Courses to End Users, and University will not be obligated to provide additional Instructor support in connection with the offering to End Users, except that for the first offering of a Course, System will make reasonable efforts to monitor the respective forum to ensure that material Content errors or issues are identified and addressed. University and its Instructors agree to cooperate in providing sufficient mechanisms for ensuring academic integrity for University Content, including, but not restricted to, an alternate final to be used in a proctored environment, and sufficient randomization. A share of the revenue collected under this model will be paid by Coursera to University in accordance with [Section 7.3](#).

~~1.~~ Licensed Course. System will mutually agree with Coursera to make certain University Content available to certain Third-Party Institutions for use in their academic programs with their registered students. The applicable Third-Party Institution will be responsible for administering the University Content and providing support in connection therewith, and University will not be obligated to provide additional Instructor support. Third-Party Institutions will have the right to use any related Course materials that are provided as part of University Content for the purpose of offering University Content to their students. System agrees to accept successful completion of University Content for transfer credit into the University System from the Third-Party Institution consistent with System transfer policies at zero or nominal cost for the transfer if such Third-Party Institution’s students successfully complete the University Content via a mechanism that ensures sufficient mastery and academic integrity. A share of the revenue collected by Coursera from the Third-Party Institution will be paid by Coursera to University in accordance with [Section 7.4](#).

~~2.~~ Other Open-Access Courses – Credit Bearing. System will work in good faith to identify other Coursera courses provided by other content providing academic institutions, and which accrue credit at those institutions or are declared credit-equivalent by the ACE Credit process, that would be accepted by System and its Universities for transfer credit.

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

~~1.~~ Hosting and Platform Access. Coursera will host Course Content (including University Content and Licensed Courses) through the Platform. Coursera will make the Platform available to University and Registered Students through one or more webpages made available on the Coursera Website. University’s and Registered Students’ use and access to any Courses via the Platform will be subject at all times to Coursera’s Terms of Service and Privacy Policy provided on the Coursera Website, which may be updated or modified from time to time. Coursera will provide University with application programming interfaces (“**APIs**”) to enable University to connect certain applications with the Platform. Coursera will also provide University with technical support and training in connection with its use of the Platform and APIs. The Platform will support cross-institutional simultaneous enrollment at University in a single-class instance to allow for the creation of larger cohorts.

~~2.~~ Administrative Services. Coursera will provide to University the administrative services set forth in **Exhibit C**, attached hereto (“**Administrative Services**”). These Administrative Services will allow University to administer certain functionalities and features used in connection with the offering of University Content to Registered Students. Coursera will provide University with administrative credentials (*i.e.*, user I.D. and password) to allow University to access the portion of the Coursera

Website that supports the Administrative Services. University will be solely responsible for securing its administrative credentials and preventing unauthorized access to or use of the Administrative Services.

- ~~3.~~ Coursera Support. Coursera will provide University assistance with online Course production techniques and best practices. Coursera will develop a repository of techniques and materials for effective use of blending learning in the classroom and provide University with access to such repository. In addition, Coursera will provide inter-system coordination between University System and other state university systems.
- ~~4.~~ University System Support. University System will provide its constituent educational institutions within the system with help and support for the following: (i) Course selection, to satisfy high levels of rigor, teaching quality, and academic standards, (ii) coordination among System Universities; (iii) Coordination for transfer of materials and know-how with other university state systems, (iv) incentives for the production of University Content by Instructors, consumption and enrollment by Registered Students, and the accreditation of Courses, (v) quality control relating to University Content, and (vi) provision of centralized program managers to administer University Content, as required.
- ~~5.~~ Use Restrictions. System will not, and will not attempt to: (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the Platform or the Coursera Website, except and only to the extent applicable law prohibits or restricts reverse engineering restrictions; (b) copy, modify, adapt, alter, or create derivative works of the Platform or Coursera Website; (c) copy, modify, adapt, alter, distribute or create derivative works of any Licensed Courses, except insofar as any of the foregoing is permitted or consistent with applicable law; or (d) modify, remove or obscure any trademarks, copyrights, branding or other proprietary rights notices associated with the Licensed Courses or otherwise re-brand or use any other trademarks on or with any Licensed Course. Certain Licensed Courses will have additional restrictions. System agrees to comply with all such restrictions.

~~6.~~ **DATA COLLECTION AND SHARING**

Analytic Data. Under the Open-Access models, Coursera will make available to System certain individual and aggregate analytic data regarding behavior and performance of Registered Students and End Users in Courses, which data will be mutually agreed upon by the Parties on a per-Course basis prior to the Course being accessible to System and its Registered Students through the Platform. Any such data will be available through the administration layer or by request to Coursera. Under the Licensed MOOC model, Coursera will make available to University certain aggregate analytic data regarding behavior of students of Third-Party Institutions taking University Content through the Coursera Website and performance for University Content, which data will be mutually agreed upon by the Parties on a per-Course basis prior to such University Content being accessible to the Third-Party Institution and its students. Under the Guided MOOC model, University will have the right to collect and use all data it obtains on its Registered Students (individual and de-anonymized), subject to University's compliance with all applicable law.

Data to Content Providers. With respect to Licensed Courses provided by a Content Provider, University acknowledges that Coursera will make available to such Content Provider certain aggregate analytic data regarding behavior of Registered Students for the applicable Course(s), for the purpose of improving Course Content and for research purposes. Which data is to be provided to the Content Provider will be mutually agreed upon the Parties on a per-Course basis prior to the Course being accessible to University and its Registered Students through the Platform.

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

End User Information and Communications. End Users' use of the Platform and Coursera's use of End User information will be subject to the Coursera privacy policy provided on the Coursera Website. Under the Open-Access MOOC model, Coursera will not disclose any End User data collected in connection with Open-Access Courses to University or any third party without the End User's express permission. University will not sell, provide or otherwise disclose any End User data collected in connection with Open-Access Courses, including e-mail addresses and other contact information, to any third party without the End User's express permission. University

agrees that it will use End User e-mails only to deliver communications or advertisements that are of a quantity and quality that are commensurate with University's high standards and do not impose an unreasonable intrusion on any End Users' time or resources only for (i) the purpose of Course-based administrative communications or (ii) University-sponsored activities. University and Coursera will provide End Users the option to opt out of different forms of e-mail communications from Coursera and University, as applicable, provided that Coursera may continue to deliver administrative communications relating to University Content to End Users.

~~7.~~ FINANCIAL TERMS

- ~~1.~~ **General.** Until such time as the University either accepts credit bearing courses from other Content Providers, provides credit for Open Access Courses completed by End Users, or has its own content accepted for credit by another institution, System explicitly waives all rights to revenue sharing.
- ~~2.~~ **Fees for Guided Course.** The fees payable by University to Coursera for use of the Platform, Coursera Website, Administrative Services and related Content are set forth on **Exhibit C**, attached hereto ("**Course Fees**"). The Course Fees will be on a per-Course and tiered enrollment basis. University will pay an upfront Course development fee ("**Development Fee**") per University Course, as set forth in **Exhibit D**.
- ~~3.~~ **Accounting and Payment Terms.** Within 30 days after the close of enrollment for any University Course, University will (a) prepare and provide to Coursera a written report identifying the relevant University Course, the number of enrolled Registered Students and the calculation of the Course Fees owed to Coursera, and (b) pay Coursera all such Course Fees and Development Fees in U.S. dollars. University's obligation to pay Coursera the Fees is independent of whether University has received any payments or fees from any Registered Students enrolled in the applicable University Course.
- ~~4.~~ **Fees for Open-Access Course.** For Open-Access Courses made available to End Users, to the extent Coursera monetizes any such Course in an "authenticated track" model or otherwise in accordance with the monetization model agreed upon by Coursera and University for the applicable Course, Coursera will pay University a certain percentage of revenue collected ("**Revenue Share**"). Under the "authenticated track" model, certain End Users may pay to enter an identity authenticated track for a Course with a final exam, which allows them the option of obtaining university credit for such Course. For University Content, Coursera will pay to University the agreed upon Revenue Share percentage under the authenticated track model or other monetization strategy, if any. The applicable percentage of the Revenue Share will be determined by the Parties in the applicable Course Development Agreement on a per-Course basis. Payment of the Revenue Share by Coursera to University will be on a calendar quarter basis. Within 30 days after the end of each calendar quarter, Coursera will calculate and pay to University the appropriate amount of the Revenue Share and provide a report indicating how such amounts were determined.
- ~~5.~~ **Fees for Licensed Course.** Coursera will be responsible for charging and collecting licensing fees from Third-Party Institutions using University Content. Coursera will pay to University the mutually agreed upon revenue share of any such fees collected from such Third-Party Institutions. Payment of the revenue share by Coursera to University will be on a calendar quarter basis. Within 30 days after the end of each calendar quarter, Coursera will calculate and pay to University the appropriate amount of the revenue share and provide a report indicating how such amounts were determined.
- ~~6.~~ **Records.** During the Term, and for a period of two years thereafter, each Party will maintain complete and accurate books and records pertaining to all amounts due to the other Party under this Agreement in sufficient detail to enable the amounts due be calculated or determined ("**Records**").
- ~~7.~~ **Audit.** Each Party (through itself or its designated auditors) will have the right to conduct at its expense an audit, not more frequently than once every calendar year, for the sole purpose of determining the other Party's compliance with its recording and payment obligations under this Agreement. Upon at least ten business days written notice from a Party, the other Party agrees to permit during regular business hours such Party (or its designated auditor), who shall be made subject to written obligations of confidentiality at least as protective as those provided in this Agreement, to examine only those Records necessary for verifying the payments due under this Agreement during the applicable audit period, which shall not exceed the preceding eight calendar quarters. If any amounts due a Party are ultimately determined to have been underpaid, the other Party will pay any such amounts within 30 days after receipt of an invoice for same from the auditing Party. In the event the audit shows that a Party has underpaid by five percent (5%) or more, then such Party will pay the reasonable costs of

such audit.

- ~~8.~~ **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.

~~8.~~ **LICENSE GRANTS AND INTELLECTUAL PROPERTY**

- ~~1.~~ **Copyright Clearances.** As between Coursera and University:

~~(A)~~ Coursera will be responsible for requiring Content Providers of the Licensed Courses to have obtained necessary licenses, waivers or permissions with respect to any third-party rights.

~~(B)~~ University will be responsible for reviewing and obtaining any necessary licenses, waivers or permissions with respect to any third-party rights for all University Content provided under this Agreement (including rights from any of its Instructors or Course developers).

- ~~2.~~ **License to University Content.** University hereby grants to Coursera a non-exclusive, royalty-free, worldwide license (a) to reproduce, distribute, transmit, publicly display and publicly perform University Content in order to (i) host University Content on Coursera's servers and (ii) make available and display any such University Content through the Platform and Coursera Website; and (b) to the extent mutually agreed upon, to provide accommodations for persons with disabilities with respect to such University Content. University acknowledges and agrees that Coursera may make University Content available to Third-Party Institutions for use under the Licensed MOOC model as contemplated under this Agreement, including the right to copy and distribute related Course materials to registered students of the Third-Party Institutions as part of any offering of University Content in connection therewith.

- ~~3.~~ **Mutual Marketing License.** Subject to the terms and conditions of this Agreement, each Party grants (the "**Granting Party**") to the other Party (the "**Licensing Party**") a non-exclusive, non-assignable (subject to [Section 16.10](#)), limited, worldwide license (without right to sublicense) to use the name, brand name, trademarks, service marks and logos ("**Marks**") of the Granting Party and any marketing and branding collateral provided by the Granting Party (together with the Marks, "**Materials**") solely in connection with the offering of Courses and University Content through the Coursera Website, and the marketing, promotion and advertising thereof.

- ~~4.~~ **Trademark Usage Guidelines.** Each Party will comply with the trademark usage guidelines provided by the Granting Party, which the Granting Party may update from time to time, provided that the Licensing Party shall not be required to cease, alter or modify use of the Granting Party's Mark(s) as a result of any such update or subsequent change made to the trademark usage guidelines unless the Parties mutually agree. Subject to the foregoing sentence, the Granting Party will have the right to review the Licensing Party's usage of the Granting Party's Marks and require modifications to such use consistent with the Granting Party's usage guidelines, and at the Granting Party's request, the Licensing Party will correct all uses that do not comply with the Granting Party's guidelines or cease any use of such Marks. The Parties agree that any and all permitted use of the Granting Party's Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the Granting Party, and use of such Marks will be subject to the Granting Party's prior, express authorization and approval, in each instance, provided that once initial approval is obtained by the Licensing Party for such permitted use, the Licensing Party shall not be required to obtain the Granting Party's approval for subsequent uses that are consistent with the prior authorized and approved use, even if the Granting Party's trademark usage guidelines have been subsequently updated or changed. The Marks of the Granting Party are and will remain the sole and exclusive property of the Granting Party.

- ~~5.~~ **Intellectual Property Ownership.**

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

~~(B)~~ **Licensed Courses.** All right, title and interest in and to Licensed Courses will remain with their respective Content Providers. Except for the use and access rights provided under this Agreement, University shall not acquire any right, title, or interest in any Licensed Courses or portion thereof.

~~(C)~~ Platform and Coursera Website. All right, title and interest in and to the Platform, related documentation, the Coursera Website and all updates, modifications, enhancements, improvements, upgrades or corrections thereof, including any assessment features added by Coursera thereto, and all related Intellectual Property Rights will be exclusively owned by Coursera. Notwithstanding the foregoing, any software, interfaces or assessment features created or developed solely by University or one of its Instructors, and the Intellectual Property Rights relating thereto, will be solely owned by University or Instructor, as applicable. To the extent that University has any Intellectual Property Rights therein, Coursera is hereby granted a royalty-free and non-exclusive license to use any such software, interfaces or assessment features for the Term.

~~(D)~~ Joint Works. Subject to the foregoing Subsections 8(a) – (c), any Content, software (including APIs and interfaces), technology, trade secrets, works of authorship, inventions (whether patentable or un-patentable) and features and all updates, modifications, enhancements, improvements, upgrades relating thereto and all Intellectual Property Rights therein that are jointly created or developed by the Parties during the Term (“*Joint Works*”) will be jointly and equally owned by the Parties, and each Party shall be deemed to have assigned to the other Party an equal, undivided one-half interest in that portion of the Joint Work created by the assigning Party. Neither Party may encumber or grant an exclusive license of any Joint Work or any Intellectual Property Rights therein to a third party without the prior written consent of the other Party. Subject to the preceding sentence, each Party shall have the unlimited right to freely use such Joint Works without a duty of accounting to, or consent from, the other Party. The Parties shall consult each other and cooperate reasonably with respect to making registrations in respect of their Intellectual Property Rights in and to the Joint Works and in the pursuit of third party infringers of such Intellectual Property Rights.

~~9.~~ **TERM AND TERMINATION**

- ~~1.~~ Term. This initial term of this Agreement will commence on the Effective Date and continue for three years (the “*Initial Term*”). After the Initial Term, this Agreement will automatically renew for no more than two successive one-year renewal terms, unless a Party provides the other Party with at least 90 days’ notice of termination prior to the end of the then-current term (the Initial Term together with all renewal terms, the “*Term*”).
- ~~2.~~ Termination for Cause. Either Party may terminate this Agreement, upon written notice to the other Party: (a) if such other Party commits a material breach of this Agreement, which breach is not cured within 30 days of receipt of written notice of such breach from the non-breaching Party, or (b) immediately if such other Party has a receiver appointed, or an assignee for the benefit of creditors or if such other Party files a voluntary petition in bankruptcy or for reorganization or rearrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against such other Party and is not dismissed within 45 days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of such other Party.
- ~~3.~~ Consequences of Termination. Termination of this Agreement for any reason does not relieve either Party of its obligations to the other Party that arose prior to such termination, including any payment obligations. Upon any termination of this Agreement, each Party will promptly return all Confidential Information of the other Party in its possession or control. In addition, any termination of this Agreement will not affect Registered Students’ access to, and use of, University Content for Courses for which they are enrolled at the time of such termination, and such Registered Students will have the continued right to fully complete those Courses.
- ~~4.~~ Surviving Provisions. The following provisions will survive any expiration or termination of this Agreement: Sections 1, 2, 5.5, 6.3, 6.4, 7 (for unpaid amounts), 8.1, 8.5, 9.3, 9.4, and 12 through 16.

~~10.~~ **ACCOMMODATIONS FOR END USERS WITH DISABILITIES**

- ~~1.~~ Coursera Responsibilities. Coursera will: (i) use commercially reasonable efforts to make the Platform reasonably accessible to End Users with disabilities, (ii) ensure that a text description file is associated with all material images in quizzes or problem sets provided by University or Instructors for University Content used in the Open-Access MOOC model, (iii) proactively provide captioning for University Content offered to the public whose initial enrollment is above 10,000 End Users, and provide such captioning for University Content whose initial enrollment is smaller, in a timely manner, upon request

by an End User with a disability, (iv) provide University with text transcripts of captions to facilitate University's creation of audio captions for visual elements of University Content, to the extent such text transcripts have been created by Coursera, and (v) provide a capability for collecting and displaying "crowd-sourced" annotations to University Content. Coursera will also ensure that any Licensed Courses are associated with copies of any slides used in the video lectures and text description files for any material images used in quizzes or problem sets. All video lectures in Licensed Courses will also be associated with text subtitles for the audio. University will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this paragraph. Coursera shall further cooperate with University with respect to requests for accommodations from End Users with disabilities as further set forth in the ADA Compliance Protocol.

~~2.~~ University Responsibilities. University will be responsible, at its expense, for providing University Content that is accessible to End Users with disabilities, including End Users with visual impairments using a screen reader technology, to enable compliance with the applicable laws and regulations of the ADA. University and its Instructors, as part of the University Content preparation for the Guided MOOC and Licensed MOOC models, will provide the materials required to be provided by University and its Instructors as provided in the ADA Compliance Protocol, including: (i) copies of any slides used in the video lectures and (ii) text description files for any material images used in quizzes or problem sets. Upon request of an End User with a disability, and as further set forth in the ADA Compliance Protocol, University will, consistent with and to the extent required under applicable laws and regulations pertaining to disability access, use commercially reasonable efforts to provide appropriate accommodations in a reasonable timeframe with respect to the University Content and will bear costs associated with such accommodations during the Course Lifespan. Upon request, Coursera will provide assistance to University in providing such accommodations, for a fee to be mutually agreed upon. University shall further cooperate with Coursera with respect to requests for accommodations from End Users with disabilities as further set forth in the ADA Compliance Protocol.

~~11.~~ REPRESENTATION AND WARRANTIES

~~1.~~ Mutual Representations. Each Party represents and warrants to the other Party that (a) the execution and delivery of this Agreement has been duly authorized by all necessary action; (b) this Agreement is a legally and valid obligation binding upon it and is enforceable in accordance with its terms, and the execution, delivery and performance will not conflict with any agreement, instrument or understanding to which such Party is bound; and (c) it has the full right and capacity to grant the rights hereunder without violating or conflicting with the rights of any third party.

~~2.~~ Representations by University. University further represents and warrants to Coursera that it has obtained all necessary licenses, waivers or permissions with respect to any third-party rights to University Content made available by University under this Agreement, and that all Instructors or guest presenters providing any Content for use on the Platform have delivered the applicable Instructor Agreement or participation release.

~~12.~~ CONFIDENTIALITY

~~(A)~~ Confidential Information. During the performance of their obligations under this Agreement, the Parties may exchange or obtain confidential and proprietary information of the other Party. For purposes of this Agreement, the Party disclosing Confidential Information is hereinafter referred to as the "**Disclosing Party**" and the Party receiving Confidential Information hereunder is hereinafter referred to as "**Recipient.**" "**Confidential Information**" means only non-public technical and non-technical information relating to the business or affairs of a Disclosing Party that is disclosed to the Recipient in writing, marked "Confidential" or with a similar legend. Confidential Information will not include: (i) information that is in the public domain before the Effective Date or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) information available to the Recipient on a non-confidential basis before receipt from the Disclosing Party, (iii) information received by the Recipient from a third party who is under no obligation to keep the information confidential; or (iv) information developed

independently by the Recipient, without using or referring to the Disclosing Party's Confidential Information, as evidenced by Recipient's written records.

~~2.~~ Permitted Use. Each Party will use the other Party's Confidential Information solely to carry out its obligations under this Agreement and for no other purpose. Neither Party has or will obtain any other rights or interest in the other Party's Confidential Information by virtue of disclosure hereunder.

~~3.~~ Non-Disclosure. Except as otherwise required by law, Recipient agrees not to disclose the Confidential Information of the Disclosing Party to any third parties or to any of its employees or independent contractors except those employees and independent contractors who have a need to know the Confidential Information in order for the Recipient to perform its obligations hereunder and where such employees will be made aware that the information is confidential and will be under a written contractual restriction of nondisclosure and proper treatment of Confidential Information. The Recipient agrees to use the same care and discretion to avoid disclosure, publication or dissemination of the Disclosing Party's Confidential Information that the Recipient uses to protect its own Confidential Information, but in no case will Recipient use less than reasonable care to protect the Disclosing Party's Confidential Information. The existence of this Agreement shall be kept confidential by both Parties until such time the Parties agree to the public release of a press statement mutually agreed upon by the Parties. Notwithstanding the foregoing, either Party may disclose the existence and terms of this Agreement to its advisors, counsel, actual or potential financing sources or acquirers, and to senior administration officials at other educational facilities, in each case under written obligations of confidentiality.

~~4.~~ Return. A Disclosing Party may at any time notify the Recipient that the Recipient must return to the Disclosing Party the Disclosing Party's Confidential Information. Each Party hereby agrees to, within 30 days of the notification: (i) return all documents and tangible items it or its employees or agents have received or created pursuant to this Agreement pertaining, referring or relating to the other Party's Confidential Information and (ii) return or certify in a writing attested to by a duly authorized officer of such Party that it has destroyed all copies thereof.

~~5.~~ Disclosures Required By Law. Where disclosure of the Confidential Information is required by operation of law, court order or governmental order, the Recipient will immediately notify the Disclosing Party thereof (including the manner of disclosure) so that the Disclosing Party may take such action as it deems necessary to intervene, limit the scope of disclosure or otherwise seek assurances of confidentiality. Further, Recipient agrees to cooperate fully with the Disclosing Party in taking action to protect the Disclosing Party's Confidential Information or otherwise limit the scope of required disclosure.

~~6.~~ Press Release. Each Party will have the right to develop and issue separate press releases regarding the Parties' collaboration, provided that neither Party will be allowed to publish its press release without first obtaining the prior written approval of the other Party.

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

~~1.~~ DISCLAIMER OF WARRANTY. THE PLATFORM AND COURSERA WEBSITE ARE PROVIDED BY COURSERA "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES OR LIABILITY ARISING FROM A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, A PARTY'S WILLFUL MISCONDUCT, OR A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR INFORMATION OR BUSINESS INTERRUPTION) ARISING OUT OF THIS AGREEMENT OR ARISING FROM OR RELATING TO THE PLATFORM, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

LIMITATION ON LIABILITY. EXCEPT FOR DAMAGES OR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR PAYMENTS DUE UNDER SECTION

7, A PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF REVENUES RECEIVED BY COURSERA UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FOR DAMAGES OR LIABILITY AROSE.

~~14.~~ INDEMNIFICATION

- ~~1.~~ Indemnification by University. University will indemnify, defend and hold harmless Coursera, its affiliates, and each of their officers, directors, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees and expenses) or other liabilities ("**Losses**"), arising out of or resulting from any third-party claim asserted against Coursera to the extent relating to (a) any University Content, including any violation or infringement of any third-party Intellectual Property Rights, claims of defamation, invasion of privacy, right to publicity or unfair competition; (b) breach by University of its representations and warranties; (c) University's gross negligence or willful misconduct; or (d) any such claims relate to violations of the ADA, except to the extent such claims result from Coursera's failure to meet its ADA obligations with respect to the Platform and Open-Access MOOC model, as set forth in this Agreement.
- ~~2.~~ Indemnification by Coursera. Coursera will indemnify, defend and hold harmless University, its affiliates, and each of their officers, directors, employees and agents from and against any and all Losses, arising out of or resulting from any third-party claim asserted against University to the extent relating to (a) the Platform or Coursera Website or content provided in connection therewith not provided by University, including any violation or infringement of any third-party Intellectual Property Rights, claims of defamation, invasion of privacy, right to publicity or unfair competition; (b) Coursera's gross negligence or willful misconduct, or (c) any such claims relate to violations of the ADA resulting from Coursera's failure to meet its ADA obligations with respect to the Platform and Open-Access MOOC model as set forth in this Agreement, except, in each case, to the extent of any such Losses for which University is responsible for under Section 14.1.
- ~~3.~~ Procedures. Each Party's right to indemnification under this Section 14 is conditioned on the Party seeking indemnification ("**Indemnified Party**") (a) giving prompt written notice of, and tendering any such claim to, the other Party ("**Indemnifying Party**"); (b) permitting the Indemnifying Party to solely defend or settle any such claim at its sole expense; provided, however, that (i) the Indemnifying Party will not enter into any settlement agreement that would result in any admission by the Indemnified Party or payment by the Indemnified Party without the Indemnified Party's prior written consent, and (ii) the Indemnified Party may at its election participate in the defense of such claims through separate counsel at its own expense; and (c) providing the Indemnifying Party all reasonable assistance (at the expense of the Indemnifying Party) in connection with the defense or settlement of any such claims.

~~15.~~ GENERAL TERMS

- ~~1.~~ Governing Law and Venue. This Agreement will be deemed to have been executed and delivered in the State of Delaware, and will be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of law principles. Each Party hereby expressly consents to the jurisdiction and venue of any federal or state court in the State of Delaware.
- ~~2.~~ Dispute Resolution.
 - ~~(A)~~ In the event that any dispute, claim or controversy (collectively, a "**Dispute**") arises out of or relates to any provision of this Agreement or the breach, performance or validity or invalidity thereof, an appropriate authorized manager of each Party will attempt a good faith resolution of such Dispute within 30 days after either Party notifies the other Party of such Dispute. Neither University nor Coursera may pursue any Dispute except as set forth below in this Section 16.2.
 - ~~(B)~~ If such Dispute is not resolved within 30 days after such notification, the Parties shall, upon demand by either Party, within ten business days thereafter (or such longer time agreed to by both Parties), agree upon and retain (with expenses to be borne equally by the Parties) a neutral individual to act as a mediator. If the Parties cannot agree upon a mediator within the time period, the selection shall be made by the American Arbitration Association upon the request of either Party, with the administrative costs for such selection to be borne equally by the Parties. The mediation shall be conducted within 60 days of the appointment of the mediator (unless the Parties

agree to a later date), and shall be conducted confidentially in an effort to settle the Dispute. Nothing herein, however, will prohibit either Party from seeking temporary injunctive relief from any court of competent jurisdiction.

~~(C)~~ If the Dispute is not settled within ten business days after the first day of mediation (or such longer time agreed to by both Parties), either Party may initiate litigation only in any state or U.S. District Court located in Santa Clara County, California, and neither Party may litigate in any other forum; however, neither Party may initiate litigation against the other without first utilizing the process set forth in this Section 16.2, except for seeking a temporary restraining order or a preliminary injunction. To the extent permitted by law, the Parties agree that any statute of limitations applicable to any claim, controversy, or dispute shall be tolled from the date that such notice is sent under clause (a) above until the first day upon which the Parties are permitted to initiate litigation. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

~~3.~~ Independent Contractors. The relationship between Coursera and University under this Agreement is that of independent contractors. Nothing in this Agreement will be construed so as to constitute Coursera and University as partners or joint venturers, or either Party as the employee or agent of the other Party, or in any other manner other than as independent contractors. Neither Party will have any power or authority to bind the other Party in any transaction with a third party.

~~4.~~ Headings and Construction. The headings are provided for convenience only and will not be used in interpreting any provision of this Agreement. No rule of strict construction shall apply to or be used against either Party as a consequence of such Party's authorship of any provision of this Agreement. As used in this Agreement, the words "include," "including" and their variants are to be construed as if followed by the words "without limitation" or "but not limited to." Use of the terms "hereunder" or "herein," are to be interpreted as referring to the Agreement as a whole and not solely to the provision, paragraph or clause in which the term is used.

~~5.~~ Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and delivered personally or sent by Federal Express, or registered or certified mail, postage prepaid, addressed as follows:

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

~~6.~~ Force Majeure. Each Party is excused from performance of this Agreement (other than for any payments due) and will not be liable for any delay in whole or in part caused by the occurrence of any contingency beyond the reasonable control of such Party. These contingencies include, without limitation, war, sabotage, insurrection, riot or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of government or any agency or subdivision thereof affecting the terms of this Agreement or otherwise, judicial action, labor dispute, student disorders, accident, fire, explosion, flood, severe weather, natural disaster or other act of God, shortage of labor, hardware failure, interruptions or failure of the Internet or third-party network connections.

~~7.~~ Entire Agreement; No Third-Party Beneficiaries. This Agreement, including all Exhibits and Schedules attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement. Subject to Section 1, nothing in this Agreement is intended or shall be construed to entitle any person or entity other than the Parties and their respective transferees and assigns permitted hereby to any claim, cause of action, remedy or right of any kind.

- ~~8.~~ Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, will be valid or binding unless set forth in a writing signed by both Parties.
- ~~9.~~ Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, except that either Party may assign this agreement without consent in connection with a merger, consolidation, restructuring or sale of all or substantially all of its equity or business or assets to which this Agreement relates. Any attempted assignment in violation of this paragraph will be null and void. Subject to the foregoing, this Agreement will inure for the benefit of each of the Party's permitted successor and assigns.
- ~~10.~~ Expenses. Except for costs and expenses specifically assumed by a Party under this Agreement or imposed upon a Party pursuant to another provision of this Agreement, each Party will pay its own expenses incident to this Agreement.
- ~~11.~~ Severability. If any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be contrary to law or otherwise unenforceable, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.
- ~~12.~~ Waiver. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
- ~~13.~~ Attorneys' Fees. The prevailing Party in any suit, action, counterclaim, or arbitration arising out of this Agreement will be entitled to recover reasonable attorneys' fees, litigation expenses, collection costs, and the cost of any arbitration in addition to court costs.
- ~~14.~~ Compliance with Laws. Each Party will comply with all federal, state and local laws and regulations, as amended from time to time, applicable to such Party's performance of its obligations under this Agreement, including all applicable export laws and regulations of the United States and other applicable jurisdictions.
- ~~15.~~ Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each Party and delivered to the other Party.

[SIGNATURES ON FOLLOWING PAGE]

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

Coursera, Inc.
“**Coursera**”

“**University**”

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT A
Course Development Agreement
(Agreed Upon Specifications and Content for Open-Access Course)

Course Specifications:

Course Title and Number
Instructor(s)
Class Length (weeks)
Hours per week
Frequency of In-Video Quizzes
Number of Problem Sets
Number of Programming
Assignments

Description of Course Content

Description of programming assignments

- Programming language(s)
- Autograding approach (unit testing? output comparison?)
- Are End Users allowed multiple submissions?

Description of problem sets

- Format of questions used (short answer questions, multiple choice, etc.)
- Randomized choice of questions (allowing for multiple submissions)
- Other forms of assessment (e.g., peer grading)

Any other assignments

Course Offering and Monetization Model:

Monetization Model
Monetization Strategies
Pricing
Initial Period
Revenue Share
Advance notice period for
Removal Request (if different
than 90 days)

Instructor Responsibilities

The teaching staff or University will be responsible for:

- Creating the video lecture Content (including video editing and chunking into short videos).

- Creating appropriate assessments, so as to have a rigorous, meaningful, measure of End User learning.
- Software development on any special-purpose assessments required for the class, except by agreement of Coursera, at its own discretion, to help develop such assessments.
- Copyright clearance: Ensuring that the Content (lectures + assessments) are clear of copyright issues, as per University-provided guidelines.
- Uploading the video Content, assessments (quizzes), and slides used to the hosting Platform (together with any other relevant content, such as web pages, etc.).
- Uploading any slides used in the videos together with the videos.
- Uploading appropriate text descriptions of images in quizzes.
- Working with University and Coursera to provide any necessary accommodations for End Users with disabilities.
- In the first course offering, monitoring the Q&A forum to ensure that major problems in video Content or assessments are addressed.

Agreed to and accepted by:

For Coursera: (signature) _____

Name _____ Title: _____ Date: _____

For University: (signature) _____

Name _____ Title: _____ Date: _____

For Instructor(s): (signature) _____

Name _____ Title: _____ Date: _____

EXHIBIT B-1
Form of Agreement for Instructors and Guest Presenters

This agreement is made in reference to a course titled _____ (“**Course**”) that is being prepared for online distribution initially by Coursera, Inc. (“**Company**”) under an agreement between Company and [_____] (“**University**”). For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby irrevocably grant University the absolute right and permission to use, store, host, publicly broadcast, publicly display, public perform, distribute, reproduce and digitize any Content that I upload, share or otherwise provide in connection with the Course or my use of the Platform, including the full and absolute right to use my name, voice, image or likeness (whether still, photograph or video) in connection therewith, and to edit, modify, translate or adapt any such Content (“**Content Enhancements**”) for the purposes of formatting or making accommodations to make Content accessible to persons who have disabilities. I also irrevocably grant University the right to grant any or all of the foregoing rights and permissions to Company for the duration such Content is offered through the Platform. To the extent I create or develop any software, interfaces or assessment features for use in connection with the Course or the Platform (“**New Features**”), I hereby irrevocably grant University the right to use my contributions to the New Features for any and all purposes and to grant others, including the Company, the right to use my contributions to such New Features solely in connection with, and for the duration such entity offers the Course as authorized by University. “**Content**” means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. “**Platform**” means Company’s proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

I represent that to the best of my knowledge, I have all necessary right and authority to grant the rights herein granted with respect to the Content I upload, share or otherwise provide in connection with my use of the Platform. I further represent that (i) I have used, and will use, reasonable efforts not to incorporate or use any libelous, slanderous, obscene or racist materials or commentary in such Content, (ii) I have used, and will use, reasonable efforts to comply with all guidelines and agreements between me and the university for which I am employed or otherwise engaged regarding copyright clearance and the use of third-party copyrighted material in such Content; and (iii) I have used, and will use, best efforts, to the extent consistent with the pedagogical goals of the course, to consider students with disabilities in the preparation and presentation of Content for such Course(s), such as verbally describing visual elements for the visually impaired.

I hereby release, discharge, promise not to sue, and hold harmless Company and its affiliates, successors and assigns from and against any and all claims, demands, costs and/or causes of action of any nature arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to any Content I upload, share or otherwise provide in connection with use of the Platform. In this regard, I expressly waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions), which Section reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

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

(Please Print) Name: _____ Signature _____
Course(s): _____

Date: _____

Exhibit B-2
Form of Participation Release

This Participation Release (this “**Release**”) is made in reference to a course titled _____ (“**Course**”) that is being prepared for online distribution initially by Coursera, Inc. (“**Company**”) under an agreement between Company and [_____] (“**University**”). For good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I hereby irrevocably grant University the full and absolute right to use my name, voice, image or likeness (whether still, photograph or video) in connection with the preparation of the Content for the Course and the provision of the Course on the Platform. I also irrevocably grant University the right to grant any or all of the foregoing rights and permissions (i) to Company for the duration such Content is offered through the Platform, and (ii) to other entities or persons in connection with any other distribution of the Course. “**Content**” means any information, data, works of authorship or other materials delivered in text, photographic, audio, visual or audiovisual format, including videos, lectures, course materials and syllabi. “**Platform**” means Company’s proprietary software platform and algorithms used to host, transmit and make Content available via the Internet.

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

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

(Please Print) Name: _____
Course(s): _____
Signature _____
Date: _____

EXHIBIT C
ADMINISTRATIVE SERVICES

1. **Upload of University-Provided Content.** Platform will allow upload of additional, University Content to include videos, readings, and possibly other types of content, as mutually agreed upon. Such University Content will be clearly branded as provided by University.
2. **Assessments gradable at scale**
 1. Platform includes a set of convenient tools for auto-graded and peer-graded assessments in a set of standard formats. University and its Instructors will be able to use these tools to add new assessments for Registered Students.
 2. University administration will be able to define the grading criteria within the system by changing the weights given to different assignments, both in Licensed Courses and in University Content.
3. **Discussion Forum.** Platform provides a Discussion Forum in which students can interact with each other and with course staff to ask and answer questions regarding course material. University and its Instructors will have the capability to moderate the Forum, including deleting posts and marking posts as correct.
4. **Deadlines and Scheduling:** University Administrator will be able to set the start, end, and intermediate deadlines throughout the course.
5. **Grades and student analytics.** Administrator will be able to access student grades and usage analytics through the administrator's portal.
6. **LMS integration.** By mutual agreement, and with a possible fee to be mutually agreed upon, Coursera will support LTI consumer integration with third-party tools, specifically with existing Learning Management Systems supporting University Courses.

EXHIBIT D

Course Fees and Development Fees

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

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

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

Fees for Licensed Courses. For Licensed Courses taken by Registered Students for University credit, Course Fees will be determined on a case-by-case basis. The following Course Fees* apply:

Course Duration (weeks)	Tier 1 (1 -250 Registered Students)	Tier 2 (251 - 500 Registered Students)	Tier 3 (501 - 1000 Registered Students)	Tier 4 (1001 + Registered Students)
4 – 5	\$54	\$46	\$38	\$30
6 – 7	\$57	\$48	\$40	\$31
8 – 9	\$60	\$51	\$42	\$33
10 – 11	\$63	\$54	\$44	\$35
12 – 15	\$66	\$56	\$46	\$36

*Pricing – for both Licensed Courses and for the Guided MOOC model – is per Registered Student, per Course over multiple years. Each separate instance of a Course will count toward total enrollment for the purposes of calculating the Course Fees owed under this Agreement. At no additional cost, Coursera will also allow cross-campus enrollment of Registered Students for a particular Course to count toward total enrollment for the purposes of calculating the Course Fees owed under this Agreement. For example, in a case where a System ran six different sections of the same Calculus course, offered over two years across three campuses, each of the six sections would count toward total enrollment for the purposes of calculating the volume discount.

In some cases, both for Licensed Courses and for the Guided MOOC model, Coursera may provide access to additional materials, such as books and software. In these cases, the Course Fees may be incrementally higher as a result of the additional materials.

EXHIBIT E

ADA Compliance Protocol

Coursera will use commercially reasonable efforts to make the Platform reasonably accessible to End Users with disabilities, including End Users with visual impairments using a screen reader technology.

University will be responsible, at its expense, for providing University Content that is accessible to End Users (including Registered Students or students under the Licensed MOOC model) with disabilities. For University Content provided in any Course for which enrollment is generally open to End Users without need for a registration process, University will provide the following materials proactively, at the time the University Content is uploaded onto the Coursera Website:

- Any slides, with their annotations, used in the production of the videos.
- A text annotation file describing any images used in quizzes or problem sets, to allow End Users with limited vision to access these quizzes without requiring assistance; this file must be provided in a format accessible to screen reader technology (as per guidelines provided by Coursera).

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

Coursera will provide an “Audio Text Transcript” for the audio stream, as follows:

- For all University Content offered as an Open-Access Course whose initial enrollment is above 10,000 End Users, the audio will be proactively captioned within seven days of the time that the Instructor uploads the video onto the Coursera Website.
- For all University Content offered to the public as an Open-Access Course whose initial enrollment is fewer than 10,000, the audio will be captioned upon request by and End User with a disability, in a timely manner, as specified below.
- For any University Content under the Guided MOOC model for which University requests such captions, at an agreed-upon fee.

When University Content is not audio captioned proactively, then upon request (by End User or by University), Coursera will provide captions for the first week of University Content within seven days of request, and then subsequent weeks’ materials at seven days intervals thereafter.

To address accessibility needs for which the above-mentioned accommodations are insufficient, Coursera and University will implement the following protocol. Upon an accommodation request, Coursera and University will enter into a good-faith discussion with the End User to find an appropriate form of accommodation that can be provided using reasonable effort and without undue burden. Coursera’s contact information for such requests will be provided on the Coursera Website, and inquiries will be responded to in a timely manner, typically within one business day.

If Coursera and University determine that it is necessary, the accommodation can be up to providing a “Video Text Transcript” of the video stream, in which the audio captions are interspersed with a text description of graphical elements on the slides and other visual elements of the lecture. The Video Text Transcript for the first week will be provided within ten days of the time of the request, and then subsequent weeks’ material will be provided at seven day intervals thereafter.

Should the need for accommodations cause delays for End Users with disabilities, appropriate extensions on deadlines will be given. Extensions to deadlines will be given to End Users with learning disabilities as needed. As another option, should another offering of the Course be planned for the near future, Coursera will determine whether the End User is willing to postpone enrollment in the Course until that next offering, allowing Coursera and University to prepare the accommodation materials proactively, so that the End User can receive the annotated materials on the same schedule as other End Users.

To prepare a Video Text Transcript, Coursera will provide University with the Audio Text Transcript, as specified above, to the extent such transcripts have been created by Coursera. Descriptions of any graphical elements in the slides or video can then be injected into the Audio Text Transcript by University or its teaching staff to complete the Video Text Transcript. Coursera will also provide a capability for collecting and displaying “crowd-sourced” annotations to Content, allowing End Users participating in the Course to help provide the necessary annotations. Coursera will use means at its disposal (such as badges and other forms of recognition) to encourage End Users to participate in this effort.

Stony Brook University Senate Report Health Sciences Campus

April 12, 2013

Academic:

Several leadership searches underway

SoM: Surgery, Radiation Oncology, co-director Heart Institute, Anesthesiology

Several endowed Chair recruitments underway

Imaging, Biomedical Informatics, Immunology

Final form of Imaging Program: Independent program across SBU campus involving

SoM, CAS, CEAS, SBUH, Yale SoM

SDM: Chair, Department of Oral and Maxillofacial Surgery

SoN: Joint liaison leader with Cancer Center

Preparations are underway for graduation all across the campus

Education:

SoM undergoing major curricular reform – 7 subcommittees formed

Middle States accreditation self-study being completed

Clinical:

Second year in a row SBUH rates by Leapfrog as “A” – only one of 5 Long Island hospitals, only one of 6 largest Long Island hospitals

Hospital network development greatly slowed by SUNY Central

Downstate fiscal crunch affecting all planning

Construction:

MART/SBUH expansion: Certificate of Need to DOH, working drawings underway, site preparation underway, groundbreaking planned for late summer,

Simultaneous PET/MRI: remodeling in Cancer Center underway; to open in September