

Szerződés száma / Contract number :
60/Ny/2022/SZTE

EÖS: 2022/US0005103

Szolgáltatási Szerződés	Service contract
amely létrejött egyrészről a	made by and between
Szegedi Tudományegyetem Székhely: 6720 Szeged, Dugonics tér 13.	Szegedi Tudományegyetem [University of Szeged] Headquarters: Dugonics tér 13., H-6720 Szeged
Aláírásra jogosult képviselője: Prof. Dr. Rovó László rektor, Dr. Fendler Judit kancellár OH intézmény azonosító: FI 62198	Authorised signatories: Prof. Dr László Rovó, Rector, Dr Judit Fendler, Chancellor Institution ID at the OH [Office for Education]: FI 62198
Adószám: 19308650-2-06 Intézmény statisztikai számjele: 19308650 8542 563 06 Számlavezető pénzügyi intézet neve: Magyar Államkincstár Számlaszám: 10028007-00282802-000000000,	Tax number: 19308650-2-06 Institution's statistical number: 19308650 8542 563 06 Account-keeping financial institution: Hungarian State Treasury Bank account number: 10028007-00282802-000000000
mint Megrendelő – továbbiakban „Megrendelő” –	as Principal – hereinafter referred to as “Principal” –
másrészről a	and
Cégnév: Coursera, Inc. Székhely: CA 94041 Mountain View, California Evelyn Avenue 381 Adószám: 45-3560292 Pénzforgalmi számla száma: 3301217860, SWIFT SVBKUS6S Pénzforgalmi szolgáltató: Silicon Valley Bank Képviseli: Zachary Rule elnökhelyettes Cégjegyzékszám: 5049196 mint Szolgáltató – továbbiakban „Szolgáltató” –	Company name: Coursera, Inc. Headquarters: Evelyn Avenue 381, Mountain View, California, CA 94041 Tax number: 45-3560292 Payments account number: 3301217860, SWIFT: SVBKUS6S Payments service provider: Silicon Valley Bank Represented by: Zachary Rule, Vice-President Company register number: 5049196 as service provider – hereinafter referred to as “Service Provider”
között az alábbiak szerint.	with the following terms and conditions.
PREAMBULUM	PREAMBLE
Szerződő Felek rögzítik, hogy Megrendelő a közbeszerzésekről szóló 2015. évi CXLI. törvény (a továbbiakban: Kbt.) Harmadik része alapján nyílt közbeszerzési eljárást folytatott le	The Contracting Parties record that the Principal has conducted an open public procurement procedure pursuant to Part Three of Act No. CXLI of 2015 on Public procurement

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(a Kbt. 21. § (2) bekezdésével összhangban) „Komplex nemzetközi felsőoktatási szolgáltatás és funkciók beszerzése” tárgyban, melynek nyertese Szolgáltató, mint nyertes ajánlattevő lett. Szerződő Felek a jelen szerződést (a továbbiakban: szerződés) a Kbt. 131. §-a alapján kötik meg.

Felek a szerződést a Közbeszerzési eljárás során keletkezett közbeszerzési dokumentumokban foglaltak szerint kötik meg. Felek közbeszerzési dokumentumok alatt a Kbt. 3. § 21. pontja szerinti fogalmat értik. Ezen dokumentumok a jelen szerződés elválaszthatatlan, szerves részét képezik függetlenül attól, hogy fizikai értelemben a jelen szerződés mellékletét alkotják-e.

A közbeszerzési dokumentumok a jelen szerződéssel együttesen értelmezendők, és alkalmazandók, különös tekintettel az alábbiakra:

- végleges felhívás és végleges közbeszerzési dokumentum, különösen annak műszaki leírása (a továbbiakban Műszaki Leírás), amely a jelen szerződés 1. sz. mellékletét képezi;
- kiegészítő tájékoztatásra adott ajánlatkérői válaszok (amennyiben erre sor került);
- eljárást megindító felhívás és közbeszerzési dokumentum;
- Szolgáltató ajánlata;

A fenti dokumentumok közötti, ugyanazon kérdésre vonatkozó bármely eltérés, ellentmondás, értelmezési nehézség esetén a dokumentumok hierarchiája a fenti felsorolás szerinti sorrendnek megfelelő.

1. A szerződés tárgya

(hereinafter referred to as “Kbt.”) (in accordance with Article 21 Section (2) of the Kbt.) on the subject of **“Procurement of complex international higher education services and functions”**, the winner of which is the Service Provider as bidder. The Contracting Parties enter into this contract (hereinafter referred to as “Contract”) pursuant to Article 131 of the Kbt.

The Parties enter into this Contract as set out in the public procurement documents drawn up in the course of the public procurement procedure. By public procurement documents the Parties mean the term as set out in Article 3 Section 21 of the Kbt. These documents constitute inherent parts hereof, irrespective of whether they are physical exhibits hereto or not.

The public procurement documents shall be construed and applied together with this Contract, with particular consideration of the following:

- final call and final public procurement document, especially the technical description therein (hereinafter referred to as “Technical Description”) constituting Exhibit No. 1 hereto;
- contracting entity’s answers to requests for additional information (if any);
- call and procurement document starting the procedure;
- Service Provider’s proposal.

In case of any deviation, contradiction or construction difficulties between the above documents with regard to an identical question, the hierarchy of documents is that shown in the above list.

1. Subject matter of the Contract

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A szerződés tárgya komplex nemzetközi felsőoktatási szolgáltatás és funkciók nyújtása az alábbiak szerint:

Tananyagtartalom, funkciók és igazolások

Hozzáférés legalább 5000 ellenőrzött, nemzetközi egyetemi kurzushoz

Hozzáférés legalább 1500 irányított projekt-kurzushoz

Hivatalos igazolások kiadása a kurzus elvégzése után

Önálló, saját fejlesztésű online kurzusok létrehozására alkalmas eszköz.

Értékelési folyamat automatizálását lehetővé tevő funkció

Legalább 100, az intézmény és a szolgáltató által közösen kialakított indikátor alapján a hallgatói készségek fejlődésének követése

Egyénre szabott tanulási útvonalak tervezése

Nemzetközi felsőoktatási és vállalati partnerekkel érvényes benchmark funkciók

Mennyiség: 30 000 felhasználó részére hozzáférés biztosítása a platformon tárolt tananyaghoz

Szolgáltató feladatát a jelen szerződésben, annak mellékleteiben nevesített feladatok képezik. A teljes szolgáltatási listát a szerződés 1. sz. melléklete, a műszaki leírás tartalmazza.

Az ajánlatban az értékelési szempont tekintetében tett megajánlások:

- Felsőoktatási intézmény vagy vállalat által készített kurzus száma (min. 5000 – max. 6000): 6 354
- Irányított projektek száma (min. 1500 – max. 2500): 3 207
- Mikrotanúsítványt nyújtó képzések száma (min. 300 – max. 500): 771

2. A szerződés hatálya

Felek a szerződést a szerződéskötés időpontjától számított 36 hónapos időtartamra kötik.

The subject matter hereof is providing **complex international higher education services and functions** as set out below:

Instruction material, functions and attestations

Access to at least 5,000 verified international university courses

Access to at least 1,500 guided project courses

Official attestation after completing a course

Tool for creating the Principal's own online courses

Function enabling an automated assessment process

Follow-up of the students' skills based on at least 100 indicators developed jointly by the institution and the Service Provider

Planning of individually tailored learning paths

Benchmark functions valid with international higher education and enterprise partners

Quantity: Providing access for 30,000 users to the contents hosted on the platform.

The Service Provider's tasks are the ones named in this Contract and its exhibits. The complete list of services can be found in Exhibit 1 to the Contract, the Technical Description.

Offerings made in the bid regarding the assessment criteria:

- Number of courses created by a higher education institution or an enterprise (min. 5,000 to max. 6,000): 6,354
- Number of guided projects (min. 1,500 to max. 2,500): 3,207
- ❖ Number of trainings providing a micro-certificate (min. 300 to max. 500): 771

2. Scope of the Contract

The Parties enter into this Contract for a period of 36 months as of the date of conclusion.

3. Szolgáltatási díj és fizetési feltételek		3. Service fee and payment terms	
3.1. A Szolgáltatót a szerződés szerinti feladatok elvégzéséért a szerződés időtartamára az alábbi vállalkozási díj illeti meg: nettó 1.219.101.300 HUF + ÁFA, azaz nettó egymilliárdkétszáztizenkilencmillió-százegyezer-háromszáz forint + ÁFA		3.1 For completing the tasks set out herein, the Service Provider shall be paid the following contract fee: 1,219,101,300 HUF net + áfa [VAT], i.e. one billion two-hundred-nineteen million one-hundred-one-thousand and three-hundred forints net plus value added tax	
A szolgáltatási díj kifizetése az alábbi részszámlázásban történik:		The service fee shall be paid by instalments as follows:	
	Számlázással érintett szerződéses időtartam	Számla kiállításának időpontja	Számla értéke nettó HUF
1. részszámla	1–12. hónap időtartamra	A szerződés 1. hónapjának 10. napjáig	406.367.100
2. részszámla	13–24. hónap időtartamra	A szerződés 13. hónapjának 10. napjáig	406.367.100
3. részszámla	25–36. hónap időtartamra	A szerződés 25. hónapjának 10. napjáig	406.367.100
	Invoiced contract period	Date of issuing the invoice	Invoice value HUF net
Partial invoice 1	Period of months 1–12	Until the 10 th day of the 1 st month of the contract	406,367,100
Partial invoice 2	Period of months 13–24	Until the 10 th day of the 13 th month of the contract	406,367,100
Partial invoice 3	Period of months 25–36	Until the 10 th day of the 25 th month of the contract	406,367,100
Felek rögzítik, hogy a számla kibocsátására tárgyévben, a szolgáltatási díj megfizetése tárgyév január 31. napjáig kerül sor.		The Parties record that the respective invoices are issued in the year under review and the service fee shall be paid by 31 January of the year under review.	
3.2. Az egyes teljesítési ütemek kifizetésének feltétele a teljesítést igazoló dokumentum benyújtása.		3.2 The prerequisite of payment for the respective completion phases is the submission of the documents proving completion.	
3.3. Az ellenszolgáltatás tartalmazza: az oktatási platformhoz való hozzáférés árát, továbbá a kapcsolódó		3.3 The compensation includes the following: the price for access to the educational platforms as well as the	

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	szolgáltatásokat, funkciókat és support tevékenységet a műszaki leírásban rögzített elvárásokkal összhangban.		related services, functions and support activity in accord with the requirements set out in the Technical Description.
3.4.	A szerződés 1. pontjában rögzített szolgáltatások ellenértékét, előzetesen aláírt teljesítésigazolás alapján Megrendelő évente előre fizeti meg a Szolgáltató felé, amint a szolgáltatáshoz való hozzáférés biztosításra kerül.	3.4	The Principal shall pay the compensation for the Services set out in Item 1 hereof to the Service Provider in advance on a yearly basis based on a notice of performance signed beforehand as soon as access to the Services is granted.
3.5.	A fizetés a Szolgáltató által HUF-ban kiállított – jogszabályoknak megfelelő – számla alapján történik a számla kézhezvételétől számított 30 naptári napos határidővel, a Ptk. 6:130. § (1)–(2) szerint) és a Kbt. 135. § (1), (5) és (6) szerint.	3.5	Payment shall be made on the basis of an invoice made out by the Service Provider – pursuant to legal regulations – in HUF within 30 calendar days of receiving the invoice, pursuant to Article 6:130 Sections (1) and (2) of the Ptk. [Hungarian Civil Code] and Article 135 Sections (1), (5) and (6) of the Kbt.
3.6.	Számlázási cím: Szegedi Tudományegyetem 6720 Szeged, Dugonics tér 13. Számlaküldési cím: Szegedi Tudományegyetem, 6720 Szeged, Dugonics tér 13.	3.6	Invoice address: Szegedi Tudományegyetem Dugonics tér 13., H-6720 Szeged Postal address for invoices: Szegedi Tudományegyetem Dugonics tér 13., H-6720 Szeged
3.7.	Megrendelő a vételárat Szolgáltató Silicon Valley Bank banknál vezetett 3301217860: SWIFT SVBKUS6S számú számlájára való átutalással egyenlíti ki. Szolgáltató a teljesítési igazolás birtokában jogosult az igazolt teljesítés számlázására.	3.7	The Principal will pay the purchase price by bank transfer to the Service Provider's bank account number 3301217860, SWIFT: SVBKUS6S, kept at Silicon Valley Bank. The Service Provider is entitled to issue an invoice for the completed Services based on the notice of performance.
3.8.	Szolgáltató tudomásul veszi, hogy az általa kibocsátandó számláknak a mindenkor hatályos jogszabályokban előírt formai és tartalmi követelményeknek meg kell felelnie. A Szolgáltató által kiállított számlát Megrendelő – a beérkezést követően – ellenőrzi. Amennyiben a számla nem tartalmaz bármely szükségszerű és	3.8	The Service Provider acknowledges that the invoices they issue must comply with the formal and content-related legal requirements current at any time. The Principal will check the invoices issued by the Service Provider – after receipt. Should any necessary and inherent attachment be missing from an invoice, the Principal will not accept

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elválaszthatatlan mellékletet, akkor Megrendelő a számlát nem fogadja be, kifizetése iránt nem intézkedik, a számlát javításra Szolgáltatónak visszaküldi. Ha Megrendelő a számlát, vagy annak valamely tételét, vagy részét kifogásolja, akkor az erről szóló értesítést követően – a nem vitatott tételek tekintetében – Szolgáltató köteles haladéktalanul új számlát kibocsátani. A vitatott tételek vagy részek összege vonatkozásában Megrendelő és Szolgáltató egyeztetni köteles.	the respective invoice, will not advise payment thereof and send the invoice back to the Service Provider for correction. If the Principal disputes an invoice or any item or part thereof, the Service Provider shall, after being notified accordingly, immediately issue a new invoice for the undisputed items of the invoice. With regard to the amounts of the disputed items or parts, the Principal and the Service Provider shall coordinate with each other.
3.9. Nem minősül Megrendelő részéről késedelemnek vagy mulasztásnak, amennyiben a számla kifizetéséről azért nem, vagy nem határidőben intézkedik, mert Szolgáltató hibásan, hiányosan kitöltött számlát bocsát ki, vagy a számlát a szükségszerű és elválaszthatatlan mellékletek bármelyike nélkül küldi meg Megrendelő részére.	3.9 It does not qualify as the Principal's delay or default, if they do not advise payment or do not advise payment in time for invoices received because the Service Provider issued a defective or incomplete invoice or transmitted an invoice without any of the necessary and inherent attachments to the Principal.
3.10. Megrendelő előleget semmilyen jogcímen nem fizet.	3.10 The Principal will not make any advance payments under any title whatsoever.
3.11. Megrendelőnek a jelen szerződésből eredő semmilyen jogosultságát (beszámítás, visszatartás) nem korlátozhatja Szolgáltató azzal, hogy a szerződésből eredő követelését engedményezi, faktorálja vagy azon zálogjogot alapít.	3.11 The Service Provider is not entitled to limit any of the Principal's rights pursuant hereto (setting-off, holding back) by assigning, factoring or hypothecating any of their claims herefrom.
3.12. Felek megállapodnak abban, hogy a Szolgáltató nem fizethet, illetve számolhat el a szerződés teljesítésével összefüggésben olyan költségeket, amelyek a Kbt. 62. § (1) bekezdés k) pont ka)–kb) alpontja szerinti feltételeknek nem megfelelő társaság tekintetében merülnek fel és amelyek Szolgáltató adóköteles jövedelmének csökkentésére alkalmasak.	3.12 The Parties agree that the Service Provider must not pay or account for costs in connection with completing the Contract that arise with regard to an entity not complying with the conditions set out in Article 62 Section (1) Item k) Sub-items ka) and kb) of the Kbt. and that are suitable for decreasing the Service Provider's taxable income.

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3.13. Szolgáltató kifejezetten vállalja továbbá, hogy a Szerződés teljesítésének teljes időtartama alatt tulajdonosi szerkezetét a Megrendelő számára megismerhetővé teszi és a Kbt. 143. § (3) bekezdése szerinti ügyletekről a Megrendelőt haladéktalanul értesíti.	3.13 In addition, the Service Provider expressly undertakes for the whole period of completing the Contract to enable the Principal to understand the Service Provider's ownership structure and to notify the Principal without delay of any transactions pursuant to Article 143 Section (3) of the Kbt.
3.14. A külföldi adóilletőségű Szolgáltató köteles a szerződéshez arra vonatkozó meghatalmazást csatolni, hogy az illetősége szerinti adóhatóságtól a magyar adóhatóság közvetlenül beszerezhet az Szolgáltatóra vonatkozó adatokat az országok közötti jogsegély igénybevétele nélkül (Kbt. 136. § (2) bekezdés).	3.14 A Service Provider with foreign tax residency shall attach an authorisation stating that the Hungarian tax authority can obtain data regarding the Service Provider directly from the tax authority of their tax residency without using legal assistance between countries (Article 136 Section (2) of the Kbt.)
4. A teljesítés	4. Completion
4.1. Az 1. pontban foglalt tevékenységek elvégzése a szerződés hatálya alatt folyamatos.	4.1 Completion of the activities set out in Item 1 hereof is continuous during the term hereof.
4.2. Megrendelő a szerződés teljesítésének elismeréséről teljesítésigazolást állít ki, a felhasználók részére történő hozzáférés biztosításának időpontjától számított tíz napon belül. Szolgáltató a teljesítési igazolás birtokában jogosult az igazolt teljesítés számlázására.	4.2 The Principal will issue a notice of performance to confirm completion hereof within 10 days of providing access to users. Once they have received the notice of performance, the Service Provider is entitled to invoice the confirmed performance.
4.3. Az 1. pontban meghatározott teljesítés akkor minősül sikeresnek, ha a szerződésben meghatározottak szerint Megrendelő részére az adott oktatási platformhoz való hozzáférés és annak rendeltetésszerű használata biztosított. Probléma felmerülése esetén Felek jegyzőkönyvbe foglalják a problémát és annak okát, valamint Szolgáltató a probléma megoldására tett, határidőt is tartalmazó nyilatkozatát. Abban az esetben, ha a szolgáltatás a	4.3 Completion as set out in Item 1 hereof qualifies as successful if access to the educational platform and its proper use are provided to the Principal as set out herein. In case a problem arises, the Parties draw up a report describing the problem and its reason as well as the Service Provider's statement regarding the solving of the problem, including a deadline. If the Services are provided as set out in the Contract and in the Technical Description, the Principal

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	szerződésben és a műszaki leírásban megfogalmazottak szerint biztosított, Megrendelő nem tagadhatja meg a szolgáltatás átvételét.		shall not deny acceptance of the Services.
4.4.	Amennyiben Megrendelő az adott teljesítésigazolási bizonylatot a kézhezvételtől számított 10 napon belül nem írja alá és azzal szemben ugyanezen határidőn belül érdemi indokolással ellátott, írásbeli kifogást sem támaszt, úgy ezt Szolgáltató jogosult a teljesítést elfogadásának tekinteni és az adott tételt Megrendelő részére kiszámlázni.	4.4	If the Principal does not sign the notice of performance document within 10 days of receiving it and does not file an objection regarding such notice containing reasons in writing within the same deadline, the Service Provider is entitled to regard this as an acceptance of the performance and invoice the respective item to the Principal.
4.5.	Szolgáltató szolgáltatása elvégzéséhez jogosult alvállalkozó igénybevételére, de annak teljesítéséért oly mértékben felel, mintha azt saját maga végezte volna el.	4.5	The Service Provider is entitled to involve sub-contractors for performing the Services, but shall be responsible for their performance to the same extent as if they had performed themselves.
4.6.	Szolgáltató legkésőbb a szerződés megkötésének időpontjában köteles a Megrendelőnek valamennyi olyan alvállalkozót bejelenteni, amely részt vesz a szerződés teljesítésében, és – ha a megelőző közbeszerzési eljárásban az adott alvállalkozót még nem nevezte meg – a bejelentéssel együtt nyilatkozni arról is, hogy az általa igénybe venni kívánt alvállalkozó nem áll kizáró okok hatálya alatt. A Szolgáltató a szerződés teljesítésének időtartama alatt köteles a Megrendelőnek minden további, a teljesítésbe bevonni kívánt alvállalkozót előzetesen bejelenteni. Szolgáltató jelen szerződés aláírásával nyilatkozik, hogy az általa igénybe venni kívánt alvállalkozó nem áll kizáró okok hatálya alatt.	4.6	No later than at the time of entering into this Contract, the Service Provider shall notify the Principal of all sub-contractors that participate in completing the Contract and – if the respective sub-contractor/s has/have not been named in the preceding public procurement procedure – at the same time also state that the sub-contractor/s they wish to involve does/do not fall under any grounds for disqualification. During the term of the Contract, the Service Provider shall notify the Principal of any further sub-contractors they wish to involve in the performance thereof. By signing this Contract, the Service Provider declares that the sub-contractor/s they wish to involve does/do not fall under any grounds for disqualification.
5.	Szerződő Felek kötelezettségei	5.	The Contracting Parties' obligations

5.1. Szolgáltató kötelezettségei: Szolgáltató köteles a szerződés 1. pontjában rögzített tevékenységek nyújtására a 2. pontban rögzített határidőig a jelen szerződésben meghatározott mennyiségben, minőségben és időpontban. Szolgáltató megfelelő időben – haladéktalanul – köteles közölni a Megrendelővel minden olyan körülményt, amely jelen szerződés teljesítését, a tevékenység minőségét, illetve a teljesítési határidőket érinti vagy befolyásolja. Szolgáltató köteles kapcsolattartót kinevezni és felhatalmazni minden olyan operatív jogkörrel mely szükséges a teljesítés során.	5.1 The Service Provider's obligations: The Service Provider shall provide the activities set out in Item 1 hereof by the deadlines set out in Item 2 hereof in the quantity and the quality and at the time set out herein. The Service Provider shall notify the Principal in a timely manner – without delay – of any circumstances that affect or impact the performance hereof, the quality of activities or the completion deadlines. The Service Provider shall appoint a contact person and vest him/her with all operative powers required during completion hereof.
5.2. Megrendelő kötelezettségei: A Megrendelő erre feljogosított képviselője jogosult a Szolgáltató tevékenységének értékelésére, teljesítés elfogadására, illetve el nem fogadására. A Megrendelő a teljesítés elfogadásával köteles a 3. pontban meghatározott díj megfizetésére. A Megrendelő a lehető legrövidebb időn belül tájékoztatja a Szolgáltatót bármilyen, a Szolgáltató munkáját érintő változásról. Megrendelő fizetési késedelme esetén késedelmi kamatot tartozik fizetni a Szolgáltatónak a Ptk. előírásai alapján. Megrendelő elfogadja a Szolgáltató oktatási tevékenységével összefüggő ÁSZF-et, az abban rögzített szerzői jogokkal együtt.	5.2 The Principal's obligations: The Principal's representative authorised to do so is entitled to assess the Service Provider's activity and accept or reject performance. When accepting performance, the Principal shall pay the fee set out in Item 3 hereof. The Principal will notify the Service Provider within the shortest time possible of any changes affecting the Service Provider's work. In case of late payment, the Principal shall pay default interest to the Service Provider as set out in the Ptk. The Principal accepts the Service Provider's general terms and conditions of contract regarding educational

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activities, including the copyright set out therein.

6. Kötbér

Felek megállapodnak abban, hogy a Szolgáltató a Ptk. 6:186. § (1) bekezdése alapján kötbér fizetésére kötelezi magát arra az esetre, ha a Szerződést olyan okból, amelyért felelős, megszegi.

6.1. Meghiúsulási kötbér

Felek megállapodnak abban, hogy amennyiben a Szolgáltató késedelme eléri a 20 naptári napot, abban az esetben a Megrendelő jogosult a szolgáltatást meghiúsultnak tekinteni.

Felek megállapodnak abban, hogy amennyiben a szolgáltatás bármely olyan okból, amelyért a Szolgáltató felelős, meghiúsul, beleértve az olyan 20 naptári napot meghaladó késedelem esetét is, amelyért a Szolgáltató felelős, a Szolgáltató meghiúsulási kötbért köteles a Megrendelőnek fizetni. A meghiúsulási kötbér mértéke az éves nettó szolgáltatási díj 25%-a.

6.2. Kötbér érvényesítésével kapcsolatos további rendelkezések

Az esedékessé vált kötbér összegéről a Megrendelő kötbérértesítőt állít ki a Szolgáltató felé, amelyet a Szolgáltató annak kézhezvételétől számított 15 (tizenöt) naptári napon belül átutalással köteles kiegyenlíteni a kötbérértesítőn feltüntetett bankszámlára.

A teljesítés elmaradása esetére (meghiúsulás) kikötött kötbér érvényesítése a teljesítés követelését kizárja. A késedelem esetére kikötött kötbér megfizetése nem mentesít a teljesítési kötelezettség alól.

6. Contractual penalty

The Parties agree that the Service Provider commits to pay a contractual penalty pursuant to Article 6:186 Section (1) of the Ptk. if they breach the Contract for a reason for which they are responsible.

6.1 Frustration penalty

The Parties agree that if the Service Provider's delay reaches 20 calendar days, the Principal is entitled to regard the Services as frustrated.

The Parties agree that if the Services are frustrated for any reason for which the Service Provider is responsible, including a delay of more than 20 calendar days for which the Service Provider is responsible, the Service Provider shall pay a frustration penalty to the Principal. The frustration penalty amounts to 25% of the net yearly service fee.

6.2 Further provisions regarding the enforcement of penalties

The Principal will issue a penalty notice stating the amount of the penalty. The Service Provider shall pay such amount within 15 (fifteen) calendar days of receipt by bank transfer to the bank account stated in the penalty notice.

The enforcement of the penalty applicable in case of non-performance (frustration) precludes demanding performance. The penalty applicable in case of late performance does not release the Service Provider from the obligation to perform.

A Megrendelő jogosult a kötbér mellett érvényesíteni a kötbért meghaladó kárát.	The Principal is entitled to enforce their damages exceeding the penalty as well.
6.3. A Ptk. 6:168. § (1) bekezdése alapján a Szolgáltató a kötbérfizetési kötelezettsége alól csak abban az esetben mentesül, ha szerződésszegését kimenti.	6.3 Pursuant to Article 6:168 Section (1) of the Ptk., the Service Provider is only released from the obligation to pay a penalty if they excuse their breach of Contract.
6.4. Szolgáltató nem tartozik kártérítési felelősséggel, ha a káreseményt: a) vis major, külső, általa nem befolyásolható körülmények okozták (ide értendő nem kizárólagosan az időjárás, természeti jelenségek, stb. közvetlen és közvetett hatásai), b) a felhasználók hibás vagy gondatlan, vagy a kiadott üzemeltetési szabályzatot be nem tartó kezelése okozta, c) az üzemeltetési szabályzattól eltérő, nem megfelelő körülmények közötti üzemeltetésből fakad, d) olyan, nem a Szolgáltató által szállított hardver vagy szoftver elemek okozták, melyek együttműködnek vagy ráhatással lehetnek az I. pontban meghatározott rendszerre, e) az okozta, hogy a káreseményt felismerése után Megrendelő nem szólította fel haladéktalanul Szolgáltatót a hiba elhárítására így a kár mértéke növekedett.	6.4 The Service Provider is not liable for damages, if the damage event a) was caused by vis major or external circumstances outside their sphere of influence (not including direct and indirect effects caused by the weather and natural phenomena only); b) was caused by users' incorrect or negligent usage or usage not in compliance with the operating guidelines provided; c) results from operation under circumstances deviating from those set out in the operating guidelines or inappropriate circumstances; d) was caused by hardware or software elements not supplied by the Service Provider that cooperate with or may have an impact on the system defined in Item 1 hereof; e) was caused by the fact that after realising the damage event, the Principal did not ask the Service Provider without delay to remedy the defect, so that the extent of the damage increased.
7. A szerződő felek kapcsolattartása Szerződő Felek a teljesítés időtartamára az együttműködés érdekében képviselőket jelölnek ki, akik jogosultak a munka elfogadására, véleményezésére, a feladatok koordinálásra, a szakmai együttműködés	7. Contact between the Contracting Parties To facilitate cooperation, the Contracting Parties appoint representatives who are entitled to accept and evaluate work performed, coordinate tasks, ensure professional cooperation, manage work and

biztosítására, a munka irányítására, a kapcsolat tartására.

Megrendelő részéről kapcsolattartó:

Szakál Péter

E-mail: szakal.peter@szte.hu

Telefon: +36-62-546-816

Szolgáltató részéről kapcsolattartó:

Zachary Rule

E-mail: zrule@coursera.org

Telefon: (650) 963-9884

maintain contact for the duration of performance.

Principal's contact person:

Péter Szakál

E-mail: szakal.peter@szte.hu

Phone: +36-62-546 816

Service Provider's contact person:

Zachary Rule

E-mail: zrule@coursera.org

Phone: +1-650-963 9884

8. Titoktartás

A Szolgáltató tudomására hozott vagy jutott minden Megrendelői forrásból származó információ és adat Megrendelő üzleti titkát képezi, ennek megőrzésére teljes anyagi kártérítési felelősséggel tartozik.

8. Confidentiality

Information and data from Principal's sources that has been made or become known to the Service Provider constitute the Principal's business secrets. The Service Provider bears full material liability for keeping these confidential.

9. A Szerződés módosítása

A Felek rögzítik, hogy a Szerződés kizárólag a Kbt. 141. § rendelkezéseinek megfelelően írásban módosítható.

9. Amendments to the contract

The Parties record that the Contract may only be amended in writing pursuant to Article 141 of the Kbt.

10. A SZERZŐDÉS MEGSZŰNÉSE

10.1. A Szerződés megszűnik:

- a határozott idő leteltével és a teljesítéssel,
- a teljesítés lehetetlenné válásával,
- A másik fél súlyos szerződésszegése esetén rendkívüli felmondásnak lehet helye. A Megrendelő, anélkül, hogy elveszítené jogát a szerződésszegés esetében őt megillető egyéb igényekre, a Szolgáltatónak megküldött írásbeli nyilatkozattal egyoldalúan, rendkívüli felmondással felmondhatja a

10. TERMINATION OF THE CONTRACT

10.1 The Contract terminates

- when the fixed term expires and the Contract has been performed;
- if performance becomes impossible.
- in case of the other Party's severe breach of contract, as a result of which termination with immediate effect may be possible; without losing their entitlement to other claims they are entitled to in case of a breach of contract, the Principal may unilaterally terminate this contract with immediate effect by written notice to the Service Provider without paying damages to

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szerződést a Szolgáltató kártérítése nélkül különösen:

- Ha a Szolgáltató – a Megrendelő erre vonatkozó előzetes, a következményekre történő írásbeli figyelmeztetése ellenére – nem teljesíti bármely más, szerződése s kötelezettségét,
- Ha a Szolgáltatóval szemben csődeljárást indítanak (kivéve a fizetési haladék időtartama alatt), vagy felszámolási, végrehajtási, illetve végelszámolási eljárás alatt áll.

- d) a Kbt. 143. § szerinti feltételek esetén a Megrendelő általi felmondással/elállással,
- e) vis maior esetén bekövetkező érdekmúlás bejelentésével.

10.2. A Megrendelő jogosult és egyben köteles a szerződést felmondani – ha szükséges olyan határidővel, amely lehetővé teszi, hogy a szerződéssel érintett feladata ellátásáról gondoskodni tudjon – ha a Szolgáltatóban közvetetten vagy közvetlenül 25%-ot meghaladó tulajdoni részesedést szerez valamely olyan jogi személy vagy személyes joga szerint jogképes szervezet, amely tekintetében fennáll a Kbt. 62. § (1) bekezdés k) pont kb) alpontjában meghatározott feltétel, vagy a Szolgáltató közvetetten vagy közvetlenül 25%-ot meghaladó tulajdoni részesedést szerez valamely olyan jogi személyben vagy személyes joga szerint jogképes szervezetben, amely tekintetében fennáll a Kbt. 62. § (1) bekezdés k) pont kb) alpontjában meghatározott feltétel.

the Service Provider, in particular in the following cases:

- if the Service Provider does not perform any of their other contractual obligations – despite the Principal's prior written notice to that effect pointing out the consequences;
- if bankruptcy proceedings are initiated against the Service Provider (except in the period of payment deferment) or the Service Provider is subject to liquidation, judicial enforcement or dissolution proceedings;

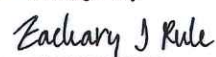
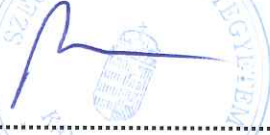
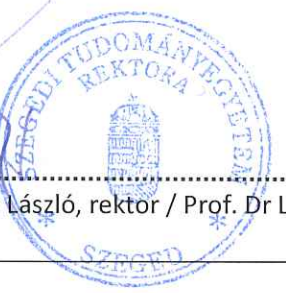
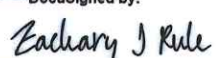
- d) in case of the conditions pursuant to Article 143 of the Kbt. by the Principal's termination / rescission;
- e) in case lapse of interest is announced as a result of vis major.

10.2 The Principal is entitled and obliged to terminate the Contract – with a deadline that allows them to ensure the completion of the task affected by the Contract – if a legal person or organisation with legal capacity by personal right with regard to which the condition pursuant to Article 62 Section (1) Item k) Sub-item kb) of the Kbt. is met acquires a direct or indirect ownership share of more than 25%, or the Service Provider acquires directly or indirectly an ownership share of more than 25% in a legal person or organisation with legal capacity by personal right which the condition pursuant to Article 62 Section (1) Item k) Sub-item kb) of the Kbt. is met.

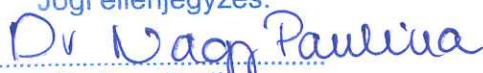
10.3. Megrendelő jogosult a szerződés felmondani, ha Szolgáltató nem biztosítja a Kbt. 138. §-ban foglaltak betartását, vagy a Szolgáltató személyében érvényesen olyan jogutódlás következett be, amely nem felel meg a Kbt. 139. §-ban foglaltaknak.	10.3 The Principal is entitled to terminate the Contract if the Service Provider does not ensure adherence to the provisions in Article 138 of the Kbt., or a valid legal succession occurred with regard to the Service Provider that does not comply with the provisions in Article 139 of the Kbt.
10.4. A Megrendelő – a Kbt. 143. § (2) bekezdése értelmében – köteles a szerződést felmondani, vagy – a Ptk.-ban foglaltak szerint – attól elállni, ha a szerződés megkötését követően jut tudomására, hogy a Szolgáltató fél tekintetében a közbeszerzési eljárás során kizáró ok állt fenn, és ezért ki kellett volna zárni a közbeszerzési eljárásból.	10.4 According to Article 143 Section 2 of the Kbt., the Principal is obliged to terminate the Contract or may – pursuant to the provisions of the Ptk. – rescind the Contract if it becomes known to them after concluding the Contract that grounds for disqualification existed with regard to the Service Provider during the public procurement procedure as a consequence of which they should have been disqualified from the public procurement procedure.
10.5. Megrendelő a szerződést felmondhatja, vagy – a Ptk.-ban foglaltak szerint – a szerződéstől elállhat, a) ha feltétlenül szükséges a szerződés olyan lényeges módosítása, amely esetében a Kbt. 141. § alapján új közbeszerzési eljárást kell lefolytatni, b) az EUMSZ 258. cikke alapján a közbeszerzés szabályainak megszegése miatt kötelezettségszegési eljárás indult vagy az Európai Unió Bírósága az EUMSZ 258. cikke alapján indított eljárásban kimondta, hogy az Európai Unió jogából eredő valamely kötelezettség tekintetében kötelezettségszegés történt, és a bíróság által megállapított jogsértés miatt a szerződés nem semmis.	10.5 The Principal may terminate or rescind the Contract – as set out in the Ptk. –, a) if a material amendment to the Contract is absolutely necessary, in which case a new public procurement procedure must be conducted pursuant to Article 141 of the Kbt.; b) if based on Article 258 of the Treaty on the Functioning of the European Union a misconduct proceeding has been launched or the Court of Justice of the European Union stated in a proceeding pursuant to Article 258 of the Treaty on the Functioning of the European Union that misconduct has been committed with regard to an obligation resulting from the laws of the European Union and the Contract is void because of the breach of law established by the Court.
10.6. A szerződés bármilyen okból történő megszűnése (meghiúsulása) esetén a	10.6 In case of termination (frustration) hereof for whatever reason, the Parties

Felek kötelesek haladéktalanul elszámolni egymással a Szerződésben foglaltak, illetve a Ptk. irányadó szabályai szerint.	shall settle accounts with each other pursuant to the contractual provisions or, respectively, the relevant provisions of the Ptk.
11. Vegyes rendelkezések	11. Miscellaneous
11.1. A jelen szerződésből eredő jogvitákat a szerződő felek megkísérlik békés úton rendezni. Amennyiben ez 30 napon belül nem vezet eredményre, a szerződő Felek a vita elbírálása céljából alávetik magukat a Megrendelő székhelye szerinti magyar bíróság eljárásának. A felek kikötik, hogy az eljárás nyelve magyar és az eljárásban a magyar jogot kell alkalmazni.	11.1 The Parties shall attempt to settle disputes arising from this Contract peacefully. If they do not succeed in doing so within 30 days, the Contracting Parties submit themselves to the proceeding of the Hungarian court competent by the Principal's headquarters. The Parties stipulate that the language of the proceeding is Hungarian and Hungarian law applies.
11.2. A Szerződő Felek a jelen szerződésben nem szabályozott kérdésekben a Ptk. előírásai az irányadók.	11.2 The Contracting Parties agree that matters not regulated herein are governed by the provisions of the Ptk.
11.3. Jelen szerződés a szerződés elválaszthatatlan részét képező melléklettel együtt érvényes.	11.3 This Contract is only valid together with its inherent attachments.
11.4. Szolgáltató jelen szerződés aláírásával egyidejűleg – az államháztartásról szóló törvény végrehajtásáról szóló 368/2011. (XII. 31.) Korm. rendelet 50. § (1a) bekezdésére is tekintettel – kijelenti, hogy a nemzeti vagyonról szóló 2011. évi CXCVI. törvény 3. §-a szerinti átlátható szervezetnek minősül.	11.4 On the day of signing this Contract, the Service Provider – also in view of Article 50 Section (1a) of Government Decree No. 368/2011 (XII. 31.) Korm. on the Enforcement of the Act on the state budget – declares that they qualify as a transparent organisation pursuant to Article 3 of Act No. CXCVI of 2011 on National Wealth.
11.5. Szerződő Felek elolvasás és megértés után a szerződést, mint akaratukkal mindenben megegyezőt jóváhagyólag írják alá.	11.5 The Contracting Parties sign this Contract after having read and understood it as fully corresponding to their intent.
Kelt / Date: Szeged, 2022. 12.30 Szeged / 12.30. 2022	Kelt / Date: Mountain View, California, 2022. 12/15/2022 / .. 2022

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  Prof. Dr. Rovó László, rektor / Prof. Dr. László Rovó, Rector	DocuSigned by:  1A8C18D26097455 Zachary Rule, elnökhelyettes / Zachary Rule, Vice-President Coursera Inc.
  Dr. Fendler Judit, kancellár / Dr. Judit Fendler, Chancellor	DocuSigned by:  66C8D563C7744FA...
Pénzügyi ellenjegyzés / Financial countersignature:	
  Tácsi Ildikó, GF főigazgató / Ildikó Tácsi, General Director of the Economic Department	
1. sz. melléklet: Műszaki leírás 2. sz. melléklet: Szolgáltató műszaki ajánlata 3. sz. melléklet: Szolgáltató Általános Szerződéses Feltételei – (oktatási tevékenységgel összefüggésben – adott esetben)	Exhibit No. 1: Technical Description Exhibit No. 2: Service Provider's technical proposal Exhibit No. 3: Service Provider's general terms and conditions of contract (regarding educational activities – as necessary)
Záradék: A Felek megállapodása alapján 2023. január 1. napja minősül a „Launch Date” szerinti szolgáltatás nyújtás kezdő időpontjának.	Clause: Based on the Parties' agreement, 1 January 2023 constitutes the starting date of the Services according to the “Launch Date”.
  Prof. Dr. Rovó László, rektor / Prof. Dr. László Rovó, Rector	DocuSigned by:  1A8C18D26097455 Zachary Rule, elnökhelyettes / Zachary Rule, Vice-President

Jogi ellenjegyzés:


Dr. Nagy Paulina
beszerzési igazgató

Coursera Inc.


Dr. Fendler Judit, kancellár / Dr. Judit Fendler,
Chancellor

DocuSigned by:

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Pénzügyi ellenjegyzés / Financial
countersignature:


Tácsi Ildikó, GF főigazgató / Ildikó Tácsi,
General Director of the Economic Department

1.sz. melléklet: Műszaki leírás
No. 1 annex: Technical description



TECHNICAL SPECIFICATIONS

UNIVERSITY OF SZEGED

RESPONSE OF COURSERA INC. TO REF: EKR001435252022

**PROCUREMENT OF COMPLEX INTERNATIONAL HIGHER
EDUCATION SERVICES AND FUNCTIONS**

Coursera for Campus - Description of Services Offered

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EXECUTIVE SUMMARY

The world is changing fast. New technologies are putting great pressure on higher education to teach new skills but it is increasingly difficult for universities to keep up with this change. With evidence illustrating that more and more students are considering future employment prospects when choosing where to study, an inability to bridge the skills gap can not only lead to declines in university employability and reputation but also to enrollment (HEPI 2021, Cibyl 2022).

In 2019 Coursera launched Coursera for Campus to help higher education institutions to address these challenges and take back control. A campus-wide partnership with Coursera, for the full range of complex international higher education services and functions that make up Coursera for Campus, would ensure the University of Szeged is uniquely positioned to stay ahead of the curve, and would contribute to improved performance across an extensive range of key metrics:

- Student Recruitment
- Student Success
- Employment Outcomes
- Rankings Success
- New Income Streams
- Faculty and Staff Development

This document provides an overview of the unique and complex international higher education services and functions that make up Coursera for Campus.

At Coursera, we are excited by the opportunity to work with the University of Szeged on a partnership of this scale, where every student and every employee would have access to life changing learning opportunities. We firmly believe that this would perfectly supplement the excellent development opportunities already open at the University of Szeged and connect them more closely to the global needs of the future.

FINANCIAL TERMS

30,000 licences for a period of 36 months

Grand Total Bid Price: Ft 1,219,101,300

Average Price Per Year: Ft 406,367,100

Total Price Per Learner Per Year: Ft 13,545.57

Invoice Period

Contract Period	HUF Amount Due
1-12 months	Ft 406,367,100
13-24 months	Ft 406,367,100
25-36 months	Ft 406,367,100
Total	Ft 1,219,101,300

Payment Terms: payment is due by 31st January in the current year.

Overview of Coursera

Coursera was founded in 2012 by two professors from Stanford University, Andrew Ng and Daphne Koller, who envisioned a world where anyone, anywhere could transform their life by accessing the world's best learning experience. Today, Coursera is the world's largest online learning platform. Validated by 100+ million learners in nearly every country, content created by 250+ of the world's best university and industry partners, and with more than 6,000 courses and 3,000 hands-on Guided Projects and private content authoring enabled in almost any language, there is no better place to learn online.

True to its roots, today Coursera is a certified B Corporation. This means Coursera is required to consider the impact of its decisions on its workers, customers, suppliers, community, and the environment. Coursera is therefore part of a community of leaders, driving a global movement of people using business as a force for good.

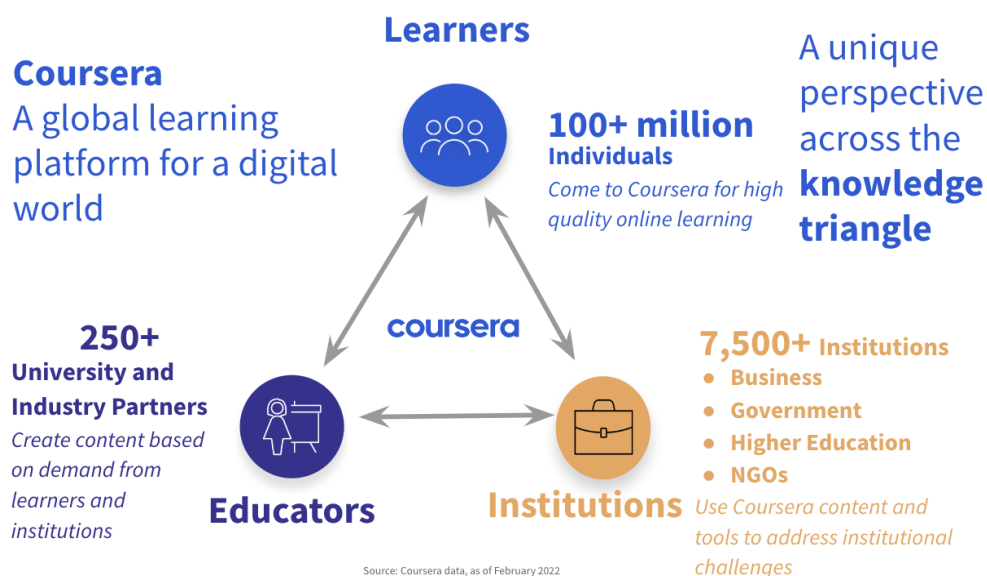
Coursera works closely with over 250 top university and industry partners around the world to curate course content that is career-relevant and industry-aligned by applying rigorous standards for quality, support and accountability.

Each course carries the opportunity for learners to achieve certification from the content producing partner and Coursera on successful completion of the inbuilt test, quizzes and assessments. Because the content has been produced by universities and companies to rigorous standards, the certification learners achieve on completion is globally recognised, is widely used for academic credit, and can be attached to a learners' LinkedIn profile or CV to demonstrate mastery of skills.

The Coursera learning platform leverages the most cutting-edge advancements in digital learning and pedagogy to deliver a high-quality experience. In the time that Coursera has been in operation, it has demonstrated a strong ability to deliver web-based educational programs at scale. The Coursera platform is completely optimised for mobile and has an app for learning offline, which means that a learner can sign up, start the course and earn a certificate without ever having to visit a desktop machine. Learners can also download assets such as lecture videos, readings, and assignments to their mobile devices (iOS/Android).

Coursera works with more than 7,500 institutions as a strategic learning and development partner, helping to address specific challenges. This includes universities, businesses, governments, and non-governmental organisations. With institution-wide partnerships already in place with large universities and multinational corporations, as well as substantial upskilling initiatives with government ministries, Coursera has proven its ability to deliver high quality international education services and functions at the scale required by the University of Szeged.

Figure 1, Coursera's Global Learning Ecosystem



Coursera content is comprehensively mapped to skills. This mapping, combined with the scale and diversity of the Coursera learning ecosystem gives Coursera access to unique data, that is incredibly valuable to universities, helping to provide real insight into the skills held by learners today, the needs of governments and employers, the severity of skills gaps, and evidence-based recommendations of content and approaches that may best addresses those skills gaps.

Coursera for Campus was launched in 2019 and is now used extensively in educational institutions around the world to enhance the student experience, improve employability outcomes, boost digital-readiness, and provide on-demand upskilling for faculty and non-academic staff. Coursera content can be quickly tailored to meet specific needs, mapped to European skills frameworks, and delivered at scale, from a platform that can be either integrated with other systems via APIs or standalone.

As a leader in EdTech, Coursera is constantly innovating. Coursera for Campus partners have access to world-class online teaching and learning tools, with new features continuously added based on global feedback and testing. Coursera for Campus has a proven presence in North American, European, and Asian Higher Education markets with a large number of partners. Example partners in each of these regions are: University of Western Ontario, North America; University of Tartu, Europe; Gandhi Institute of Technology and Management, Asia.

One of Coursera's latest innovations is SkillSets - job-based learning programs that leverage world-class courses from top universities and companies, hands-on learning, and skills insights derived from learners at thousands of top employers on Coursera. By using Coursera's placement tests, learners can assess their skill level and then use SkillSets to maximise the impact of their learning hours, while minimising their need for support.

Coursera for Campus Partnership Model

Coursera for Campus would support the University of Szeged with the following individuals, who would be full-time staff members of Coursera, and have experience of Higher Education.

1) Implementation Manager:

Engagement, during Onboarding Period ($\approx$ first 30-45 days) & as necessary during project

In charge of implementing a Coursera solution quickly and successfully to drive impact

- Accountable for successfully configuring Coursera for Campus according to University of Szeged requirements, launching on-time and with high quality
- Onboards University of Szeged team via training to ensure awareness and understanding of the platform
- Provides continuous training as necessary, including in use of administrative tools, and in private authoring

2) Customer Success Manager:

Engagement, from Onboarding Period onwards

A dedicated Customer Success Manager & strategic partnership owner

- Serves as primary point of contact for all University of Szeged commercial and strategic questions
- Understands goals & ensures Coursera is delivering maximum value against those
- Partners with University of Szeged to build long-term program & strategy in collaboration

3) Skills Transformation Consultant:

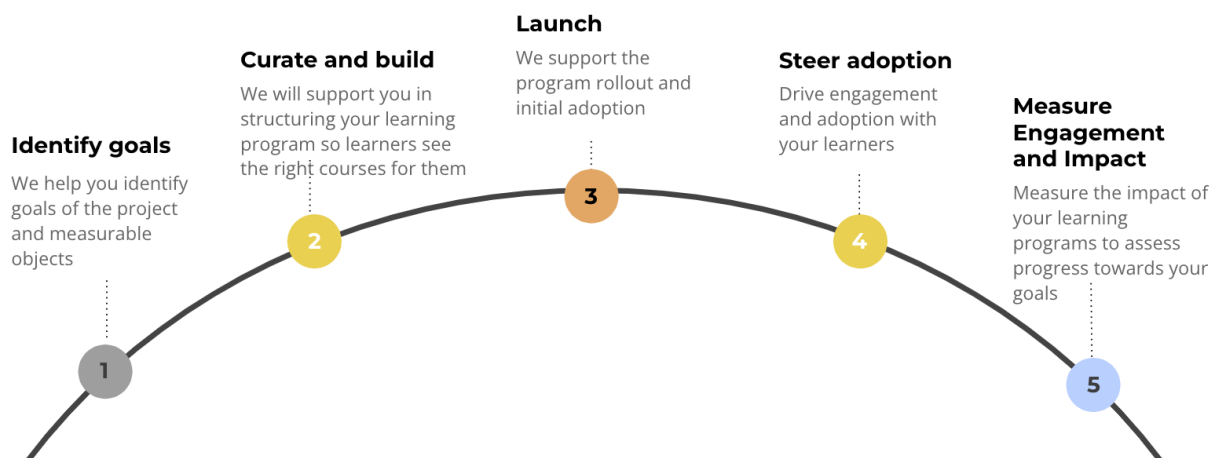
Engagement, when required

Expert advisor on skills and learning integration

- Partners with you in order to understand your learning objectives
- Help to define and plan the skills your learners need for the future
- Advises you on the content required to meet your needs and measures skills development

In addition to the full time staff mentioned above, Coursera commits to bring together a series of cross-functional project teams to support the University of Szeged in the most effective utilisation of Coursera to maximise impact and progress towards key institutional goals.

Figure 2, Coursera for Campus Partnership Model



- 1) Together we will identify the goals of the project and translate this into success metrics to ensure that we are collectively working to achieve the goals.
- 2) We will help you to build learning programs that are tailored to meet your specific learning and development needs.
- 3) Coursera will provide a co-branded learner experience that is supported by full-time staff at Coursera. We will train your team how to use the platform and tools, and provide best-practice advice on launch.
- 4) Coursera's Customer Success team will work alongside the University of Szeged to maximise learner engagement and drive adoption of Coursera among your learners. Learner support staff will be available 24/7 to support learners as they progress through their courses.
- 5) We will use Coursera's valuable analytics tools to measure the engagement and impact of your learning programs, not only by completion or learning hours but also using data on skills acquisition which can be compared to others by country, region, and industry segment. More formal tracking of ROI will be done at quarterly executive business review meetings.

Overview of Features and Functionality

Coursera is globally considered as a sole source provider of web-based education due to the unique combination of the following Coursera offerings :

1. **Content** on coursera is made up of over 9,000 individual courses and projects in high-demand areas such as business, leadership, computer science, data science and engineering, and over 700 industry and career-relevant specialisations comprising sequences of courses and capstone projects. Much of this content is unique to Coursera and is unavailable elsewhere. This includes popular industry-recognised professional certificates from leaders such as Google and Meta.
2. **Coursera Labs** is the cloud environment where students can do real-world practical simulations in business, coding, analysis and many other domains. Learners can practice coding, work on programming assignments, run test cases, play with demo examples, and even build their own projects. Due to the unique Rhyme software, students do not need any additional software and just practice in the cloud where IT support and hosting is provided by Coursera.
3. **Private Authoring Toolkit** is widely used by leading universities to create their own courses, pathways, projects and labs in different languages. Faculty members record projects directly from the browser, no additional software is required, and training in how to author Coursera content is an integrated part of the authoring process.
4. **Academic Integrity** tools help maintain high-quality standards for the on-line learning experience. Universities build their own private assessments on Coursera using the same world-class, private-authoring platform leveraged by our 250+ university and industry partners.
5. **Autograders** allow universities to automate part of the grading process. Instead of spending multiple hours grading students' assignments, faculty members are able to outsource this to the autograding feature while investing more time on other priorities (in-person student engagement, project work, research etc).
6. **Skills Development Dashboards and Analytics** help to track the progress of students. In addition to classic metrics, universities can track 100+ individual skills across courses in key domains (business, computer science, and data science) and can compare this to relevant industry and regional benchmarks. This is enabled by Coursera's unique skills mapping and the world's largest skills dataset of this kind.
7. **Live2Coursera app for Zoom** enables faculty to upload lectures to Coursera with a single click directly from Zoom. Students can then view recorded lectures on Coursera via desktop or mobile and choose the best download option for their bandwidth, including high-resolution video, low-data video, or audio-only. This provides easy

access to high quality content to all learners, including vulnerable and underrepresented groups of students.

8. **SkillSets** are job-based learning programs, an innovation that enables higher education institutions to prepare their students for high-demand jobs at scale, using rich skills data and cutting-edge machine learning.
9. **Career Academy** prepares learners for in-demand jobs with skills training and Professional Certificates from the world's leading companies.

The unique combination of the above features and functionality available across the learning ecosystem will only be available to the University of Szeged through a partnership with Coursera .

1. Content

Coursera has a dedicated Content Strategy team composed of domain experts and researchers who are the company's 'forward-looking radar' with regard to new learning content.

Ongoing analyses include the 100+ million learners currently learning on Coursera where we collect data relating to enrollment trends, catalogue gap analyses, search trends, job aspirations of people, where they are based and the skill proficiency of people that declare their job role to us.

We also look at external metrics (emergent skills and trends, new tools/ technologies, industry trends, labour market trends including job postings, job growth, in-demand skills). In addition, our university and industry partners are key informants as well as other key contacts in industries.

Based on this analysis and insight, we work closely with our content partners to bring new content online at a rate of 4-5 new courses and Guided Projects each day. In June 2022, 148 new courses and projects were added to the catalogue. Out-of-date courses are also periodically removed.

Content is created by Coursera content partners, consisting of 250+ of the top universities and most recognised companies globally. For example, 11 of the top 20 ranked universities in the 2022 Times Higher Education World University Rankings are Coursera partners. Industry partners include global technology giants such as Google, Microsoft, IBM and Meta, and leading specialists such as Autodesk, DeepLearning.AI, and the Digital Marketing Institute.

Our enterprise catalogue, which is accessible to our Coursera for Campus partners, consists of over 6,000 courses, 3,000 projects and has been developed around a unique end-to-end model of stackable learning that allows a learner to acquire a new skill or develop an existing one. This approach provides learners with clear objectives and instruction, as well as the ability to develop their skills and knowledge through practice and feedback.

This approach is built around:

- 3,000+ Guided Projects (1-2 hours): learners master new skills with hands-on applied learning
- 6,000+ Courses (1-8 weeks): provides learners with an introduction to a subject or the ability to develop their knowledge in it
- 700+ Specialisations (2-6 months): allows the learner to master a subject
- 35+ Professional Certificates (3-9 months): provides learners with job-ready skills for an in-demand career

Coursera content covers a broad range of subject areas, including IT, Engineering, Science, and Pedagogy, with an emphasis on emerging skills. Multiple languages are available. Upon successful completion of Guided Projects, Courses, Specialisations and Professional Certificates, learners are awarded certificates, which can be accessed for an unlimited period of time beyond the institutional training period.

2. Coursera Labs

Coursera Labs is a unique capability that allows partners to create hands-on projects using almost any third-party software application. These can be offered as standalone projects or integrated into courses.

Coursera Labs allows learners to seamlessly work on projects and assignments in a browser without any environment setup or software downloads — simply click a button to instantly work on programming assignments using today's most in-demand tools like Jupyter Notebook, RStudio, VS Code, cloud software consoles, and almost any native desktop application.

In addition to programming, educators can also create custom applications in the Labs environment to help learners practice and apply skills in business, marketing, and humanities in their choice of language.

Coursera Labs is powered by Coursera's 2019 acquisition of Rhyme Softworks, an online platform for hands-on projects. With Rhyme's virtual machines, beginner to intermediate-level learners can follow along with self-paced or live guided sessions while simultaneously completing a project or assignment — all from one browser using pre-configured Windows or Linux cloud desktops. Coursera Labs provide the relevant tools to its learners in order to:

a. Learn job-relevant skills with Guided Projects

With Guided Projects, learners can get hands-on practice with some of the most in-demand skills. Whether they want to learn a new tool for a project or quickly build a particular skill for an upcoming job interview, Guided Projects offer ideal hands-on learning experiences that are short, focused, and effective. The unique interface and active-learning approach allows these instructor-guided projects to enhance the effectiveness of one-to-one tutoring sessions.

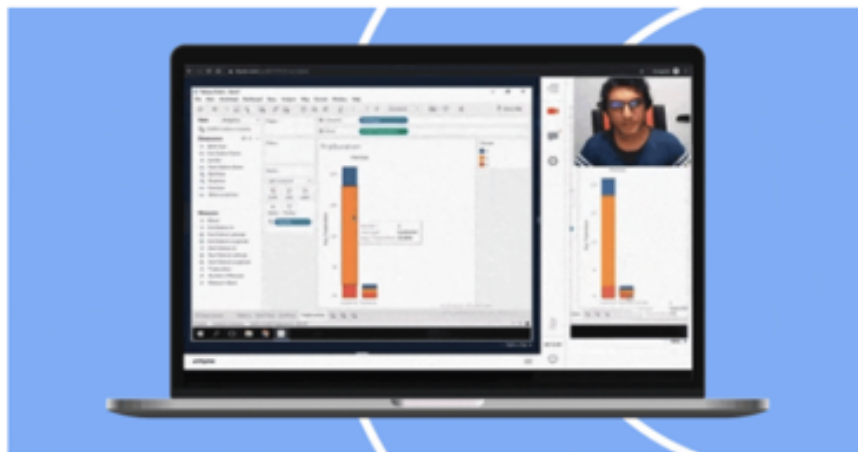
Central to the Guided Projects learning experience is direct instruction that provides appropriate scaffolding to assist learners as they develop the knowledge and skills required to complete real-world projects. Currently Coursera offers over 3,000 Guided Projects in areas of Business, Computer Science, Social Science, Personal Development, Physical Science and Engineering and many others.

When learners enrol in a Guided Project, they get access to a virtual cloud desktop with the required software and data pre-installed and configured. They experience a side-by-side

interface in a web browser where they can follow along with video instructions on one side of the screen as they practice the tasks in real-time in a virtual workspace on the other side of the screen.

Guided Projects on Coursera provide direct guided instruction to help learners complete real-world projects. Guided Projects run entirely in the cloud with all relevant software and data preconfigured for learners; they simply need to open a browser window to access the necessary tools to learn how to complete a project. A dual-screen interface allows learners to watch the instructor's explanation and demonstration on the right side of the screen while performing the same steps in the same software environment on the left side of the screen (figure 3).

Figure 3, Guided Project Interface



b. Assess and advance technical skills with Lab Assignments

Learners can develop their technical skills in courses that contain Lab Assignments. With Lab Assignments, they can work on a coding challenge in a pre-configured environment directly in their internet browser with all of the instruction files already uploaded—no additional setup required. Learners get real-time feedback from autograders as they work on the assignment so they can easily track progress and monitor their skill development.

There are over 200 courses that feature Lab Assignments, including “AI for Medical Diagnosis”, “Probability Theory: Foundation for Data Science”, “Applying Data Analytics in Finance”, “Big Data, Genes, and Medicine”, “Transmission electron microscopy for materials science”.

c. Practice Programming with Lab Sandbox

Many top technical courses feature Lab Sandbox which is an in-browser cloud workspace pre-configured with the tools and packages that are relevant to the course. With Lab Sandbox, learners can practice coding, work on programming assignments, run test cases, play with demo examples, and even build their own project. 96% of learners surveyed who tried Lab Sandbox were highly satisfied with the experience. Learners don't need to set up or configure a local coding environment—they just go straight to learning and practising job-relevant skills.

3. Private Authoring Toolkit

Private authoring is widely used by leading universities who make use of Coursera's world-class toolkit to create high quality content that can be downloaded and used offline.

Several types of private authoring are available:

- Private Guided Projects: Hands on, contextual training leveraging virtual machines in our Guided Projects learning tool
- Private Assessments: Private summative assessment paired with online courses
- Standalone Courses: Original courses developed by universities for their own audience that may also include lab assignments
- Blended Courses: Courses that may contain a blend of new content and integrate content from other courses on Coursera to provide an enriched learning experience

All private authoring on Coursera has been designed to be intuitive and easy to use. However, training is provided using a combination of tailor-made online training courses, written guides, and both live and pre-recorded online sessions. For the University of Szeged this would cover at least 500 people per semester, with continuous support for 2,500 people.

Coursera allows a wide use of plugins to be included in courses, providing highly customisable learning experiences and allowing very interactive activities. Content can be easily created in multiple languages, including Hungarian, English, German, French, Spanish and Chinese, resulting in high quality localised courses, learning paths and projects to meet emerging needs. Universities can perform their own evaluation, measurement and examination tasks on the Coursera interface for both their own content and existing content.

4. Academic Integrity Tools

Plagiarism deterrence features are designed to discourage academic misconduct before it happens by alerting students when their work will be flagged for plagiarism, preventing students from copying each other's work and reminding them of their responsibility to uphold integrity in their work. Inevitably, some students may submit a plagiarised assignment. That's where plagiarism detection comes in—helping uncover and track instances of academic dishonesty while giving universities the information they need to maintain high standards of academic integrity within your program. Here is a list of our plagiarism deterrence and detection features:

Disabling of URL sharing: Disabling URL sharing means that students are unable to send their submission link directly to a friend to grade the submission, making peer reviews fairer and more objective.

Disabling copy of peer reviews: This feature restricts students from being able to copy the submissions of others to use for their own submission while they are reviewing their peers.

Anonymisation of peer reviews: This feature anonymises the names of both the submitter and reviewer for peer review assessments. This is helpful when universities are concerned about the objectivity of reviewers who may know the learner who submitted the peer review assessment.

Online gradebook: Our online gradebook report shows information on learners who are currently or previously enrolled in a specific course. This allows the monitoring of learner progress, including plagiarism incidents.

Turnitin similarity score: Through our integration with Turnitin, students know if their assignments are similar to other sources online or existing submissions within their institution before they submit work, providing them a chance to amend their assignments. If students submit an assignment that meets or exceeds the similarity score threshold, the assignment will be flagged for plagiarism. This approach encourages personal responsibility and saves faculty time.

Plagiarism policy reminder: With our plagiarism policy reminder, universities can be sure that learners are always aware of Coursera's honour code by requiring learners to provide their signature acknowledging Coursera's policies and reminding them of the high academic standards they need to uphold.

Measure student learning outcomes with robust private assessment functionality: A key requirement of institutions to maintain academic integrity involves rigorous assessments that effectively test students' mastery of the course material. In addition to assessments already built into the courses, universities can build their own private assessments on Coursera using the same world-class, private-authoring platform leveraged by Coursera's 200+ university and industry partners.

Staff-graded assessments: Staff-graded assessments are graded by university course instructors and/or teaching staff. Universities can create these assessments manually or can create them leveraging Coursera's assessment import functionality, which allows universities to seamlessly import Google Doc and Microsoft Word documents into Coursera to easily create assessments. There are two types of staff-graded assessments:

Individual assessments: A learner works independently to complete and submit the assessment. Then, university course staff reviews and grades each learner's submission. Individual assessments can have both staff-graded questions and auto-graded questions, and can even be completely auto-graded.

Team assessments: Learners in a team work together to complete and submit the assessment. University instructors and/or teaching staff review and grade each team's submission. Note that team assessments cannot include auto-graded questions.

Timed exams: Any staff graded assessments that universities build can be timed. The assessment can be scheduled to start on a specific date and time and a duration can be set for the exam to limit the amount of time the learner can spend on it. These settings are comparable to the on-campus exam experience.

ID verification: Coursera supports increased security for high-stakes private exams using third-party identity verification tools in order to ensure that the user taking the exam is actually the expected learner. (Only available for private assessments authored by the institution itself).

Online proctoring: With online proctoring, institutions can monitor online exams to ensure that students are demonstrating their own knowledge. Coursera's authoring platform supports using third party tools to proctor online high-priority, privately-authored exams. These exams can also be timed and scheduled for a specific date, so that the exam experience is comparable to taking the exam on campus. (Only available for private assessments authored by the institution itself).

Question banks: The question bank functionality allows institutions to build assessments from a catalogue of relevant questions. Universities can populate their own question bank with questions developed in-house. Coursera's unique approach to question banks will allow universities to tag questions with a difficulty level and learning objective, providing more control when it comes to question selection. These questions can then be auto-graded or graded by staff.

Rich grading features: Coursera's comprehensive grading features allow universities to assess student mastery in a manner that fits the institution. Whether that be deadlines and late penalties for assessments that correspond to the institutions' timeframes or grading formulas to assign different weights to assessments, these grading features will help universities to administer and grade private assessments on their own terms.

Coursera's academic integrity features help universities to deliver a rigorous online learning experience that upholds academic standards.

5. Autograders

Autograders allow universities to partially or fully automate the evaluation process. Instead of spending multiple hours grading students' assignments, faculty members are able to outsource this to the autograding feature while investing more time on other priorities (in-person student engagement, project work, research etc).

Auto-graded assessment questions can be added to quizzes and individual staff-graded assessments. Similar to staff-graded assessments, universities can create these assessments manually, or can create them leveraging Coursera's assessment import functionality.

In Coursera Labs, autograders can use simple numerical or regex based matching rules, or they can use fully customised grading solutions using Docker. Coursera also supports nbgrader for Jupyter Notebooks and offers more built-in grading tools and frameworks with Coursera Labs to allow the creation and management of autograders and labs within the same environment. This highly customisable environment gives faculty the maximum amount of flexibility to provide the best possible learning experience while freeing up their time.

6. Skills Development Dashboards and Analytics

Many of Coursera's institutional clients need to coordinate thousands of learners per year, monitoring the progress of each learner and training each learner to be successful. Few

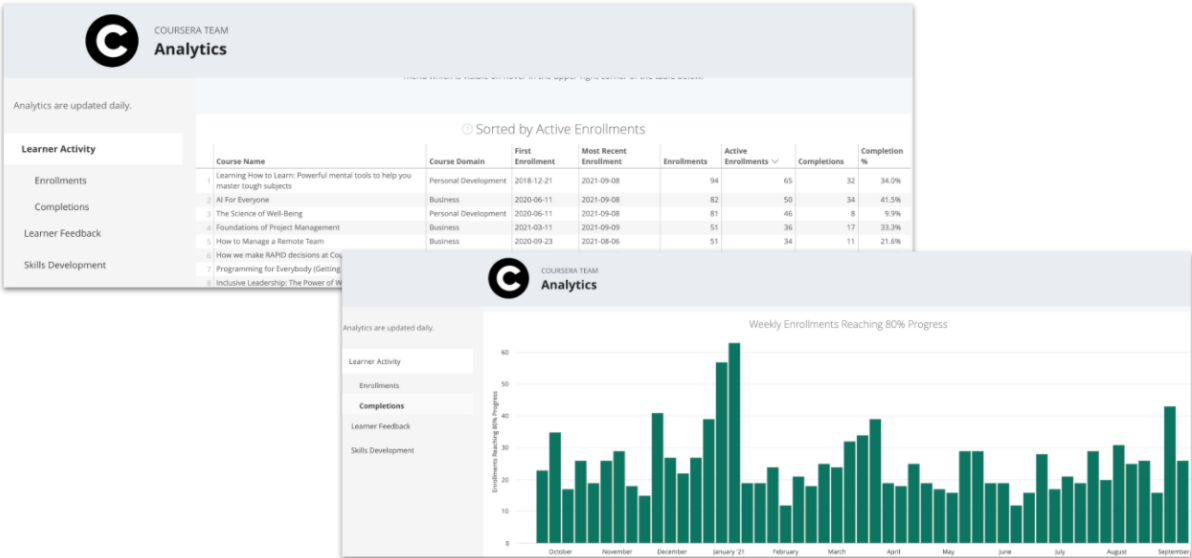
platforms have the ability to monitor the performance of the beneficiaries in real time and deliver the reports to client administrators.

Coursera has invested heavily to create sophisticated portal capabilities helping to administer and maximise effectiveness throughout the lifecycle of programmes. Analytics lie at the heart of Coursera’s competitive advantage. In addition to all the classic metrics, Coursera is able to link over 100 individual skills across courses in key domains (business, computer science, and data science). This allows the tracking of skill progression of learners across various metrics.

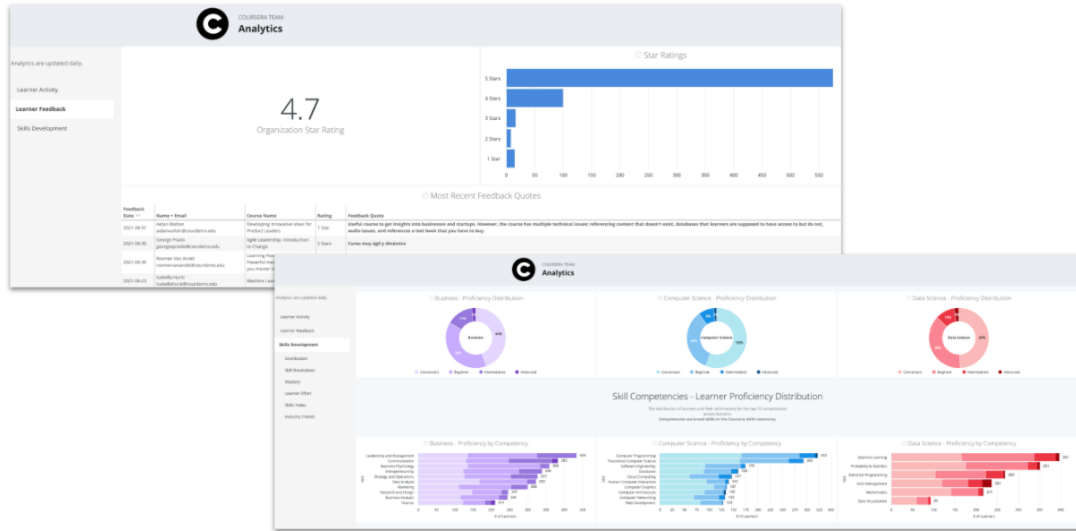
11 dashboards provide a deep look at the skills development of learners, measuring everything from how proficient they are by skill (not just by course), the time it takes to master certain skills as well as more traditional metrics like learning hours and number of assessments completed. Coursera also aggregates anonymised data from all our institutional customers, which gives universities insights into skill trends and benchmarks by industry and region.

Coursera’s administration platform also offers the most fundamental functionality, including keeping track of the learners invited, joining, enrolling and completing the courses. It also allows the dynamic creation and editing of the curriculum, the programs and collections of courses.

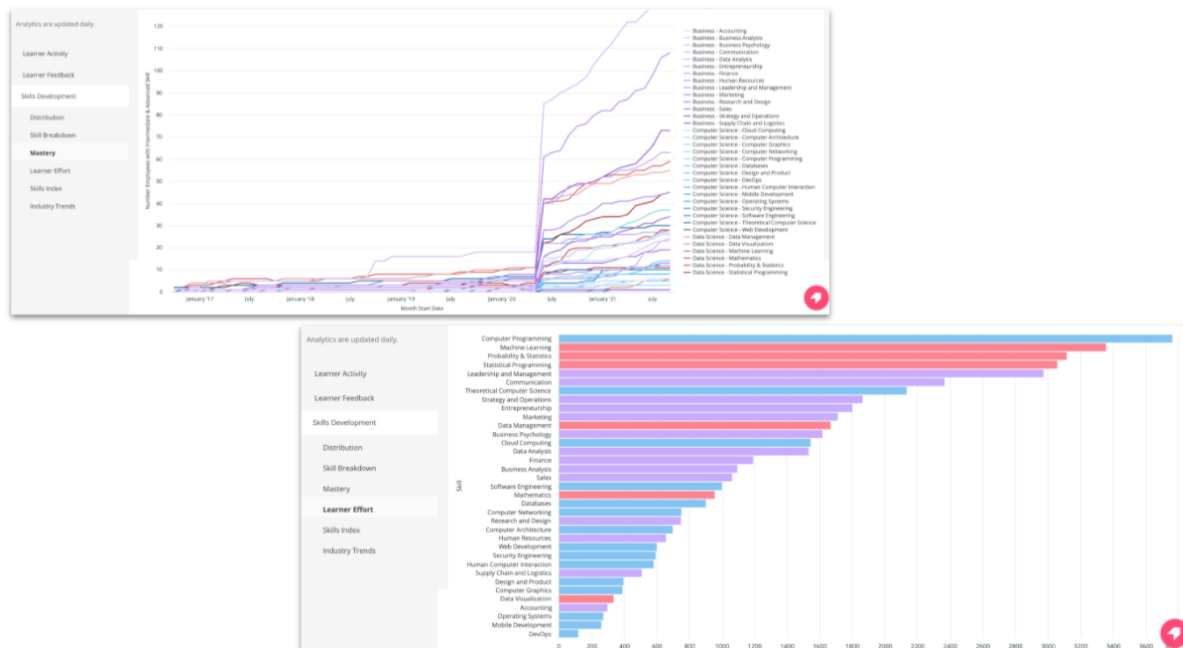
Figure 4, Coursera Analytics



1. Overall learner enrolments, broken down by new learners and existing learners, enrolments over time, and courses sorted by enrolments.
2. Overall course completion, completions over time, number of course completions by the enrollee, weekly enrolments reaching 80% progress, and courses sorted by completions.



3. Learner Feedback, broken down by star ratings, NPS scores, and individual feedback.
4. Skills Distribution across 100+ Skills, broken down by Learner Proficiency by Top Skill, and Median Hours to Skill Mastery.



5. Skills Mastery across 100+ Skills, broken down by Skill Mastery over time, and a Skill Mastery Leaderboard.

6. Learner Effort Statistics, broken down by Total Assessments Completed by Skill, Avg Assessments Completed by Skill, Avg Hours Spent Learning Skill and Most Relevant Courses per Skill Level.



- Skills Index Statistics, including a Current Industry Benchmark chart, and an Industry Benchmark over time.
- Industry Trend Statistics, broken down by domain trends.

7. Live2Coursera App for Zoom

With more educators teaching online, this integrated app enables them to upload lectures to Coursera with a single click directly from Zoom. Students can then view recorded lectures on Coursera via desktop or mobile and choose the best download option for their bandwidth, including high-resolution video, low-data video, or audio-only.

The app builds on the stand-alone Live2Coursera experience, which was launched in August 2020 to help instructors quickly move online by integrating Zoom lectures into their private courses and content libraries on Coursera. The app expands the core Live2Coursera product by adding more download and viewing options for students—a particularly useful feature as we work to help address the digital divide in higher education.

The Live2Coursera app helps instructors to teach remotely with confidence. With it, they know students will be able to access course lectures across varying levels of internet connectivity.

data bandwidth, and device set-ups. This delivers disproportionate benefits to students coming from non-traditional backgrounds with low participation rates in higher education. In addition, to maximise participation and equality, Coursera' strives to substantially conform with WCAG 2.1 Level AA and undergoes bi-annual independent audits against the Guidelines to ensure an accessible environment for learners.

Figure 5, Live2Coursera App for Zoom



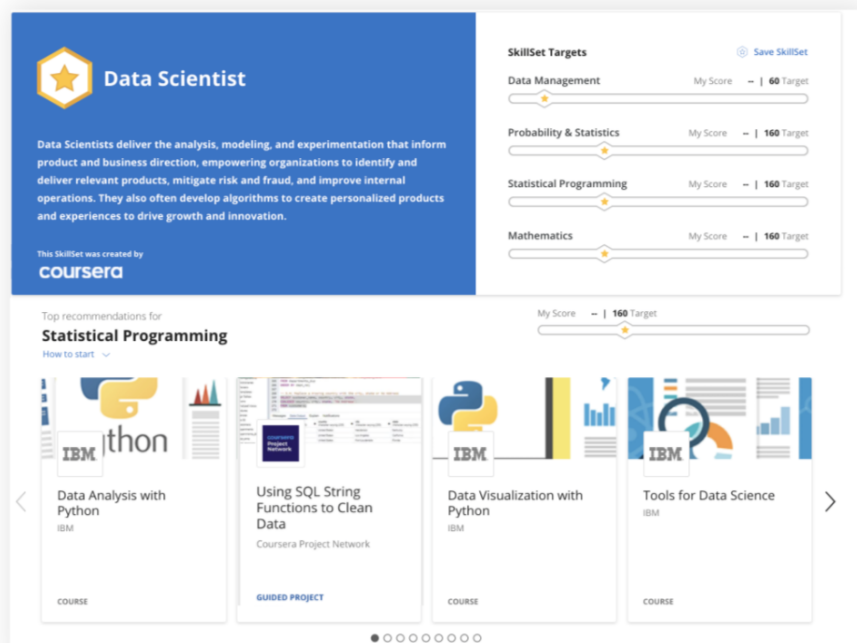
8. SkillSets

SkillSets are job-based learning programs, an innovation that enables higher education institutions to prepare their students for high-demand jobs at scale. Students choose their target entry-level job, and SkillSets determine the exact skills they need to land those jobs and the content that will help prepare them.

Figure 6, SkillSets

SkillSets match roles, skills, and content

- Target SkillSets for any role
- SkillSets include target proficiency for each skill
- World-class content delivered to optimize skill development
- Coursera Labs delivers hands-on learning with job-relevant tools



SkillSets help universities to:

- Drive target skill proficiencies needed for specific high-demand jobs for students at scale based on unique data insights, with world-class content from leading university and industry educators like Johns Hopkins University, University of Michigan, Google, and IBM
- Accelerate skills acquisition through dynamic, personalised learning experiences for each student that curates content based on current skill level and target proficiency, and adapts via machine learning.
- Integrate hands-on learning with Guided Projects to drive mastery of digital tools like Google Ads, WordPress, and Excel, and create portfolios of work
- Track skills development and proficiency at the student and cohort level, benchmarked against real employees in the industry

There are currently 294 SkillSets on Coursera, with more SkillSets added on a continual basis. Customised SkillSets offers universities freedom to define a range of skill levels that are required from certain learner groups with specific goals in mind. The Customised SkillSet then uses content in Coursera to automatically create the most efficient pathways for learners to reach these skill levels, adapting in real-time as learners progress. This provides a scalable

way to support learners to develop skills in a highly targeted way outside of the regular curriculum. It also opens opportunities to co-create Customised SkillSets with key employers to perfectly connect graduate skills with employer skill expectations. Informed by consultation on specific needs, Coursera commits to creating at least an additional 206 SkillSets for the University of Szeged to take the total number of SkillSets available to 500+.

LevelSets help to manage learners joining SkillSets with different abilities. They consist of carefully calibrated placement tests to assess the learner level in each skill within a SkillSet. Completion of LevelSets accelerates the match between learners and appropriate content difficulty to maximise the efficiency of learning time.

SkillSets are very popular in Coursera's enterprise clients as an efficient and transparent way to upskill and reskill staff. Therefore, in addition to their use among students, there are wide possibilities to use SkillSets among university staff to efficiently build competencies that are institutional priorities, to meet the specific needs of individual staff members, or to collaborate with business partners to enhance employability.

9. Career Academy

Career Academy prepares learners for in-demand jobs with skills training and Professional Certificates from the world's leading companies. It helps learners to:

- Learn cutting-edge skills to prepare for the most in-demand jobs - no prior experience required
- Earn Professional Certificates using content that is only available on Coursera from the world's leading companies including Google, Meta, IBM, and more
- Access hands-on learning with Guided Projects to master skills and stand out to employers
- Explore the right career path while learning flexibly at their own pace across web and mobile, as a supplement to their core studies

At present, Career Academy includes 21 entry-level Professional Certificates mapped to 18 in-demand job roles. A further 18 Professional Certificates are planned for Career Academy by the end of 2022.

SUMMARY OF KEY FEATURES AND FUNCTIONALITY

Coursera

Unique combination of platform capabilities

Preconfigured Virtual Cloud Desktop for Assignments	✓
Rhyme Authoring software	✓
Dual-screen interface	✓
Autograders	✓
Lab Sandbox	✓
Academic integrity tools	✓
Question Banks	✓
Live2Coursera app for Zoom	✓
SSO and LMS integration compatibility via APIs	✓

Skills Tracking & Program Management Tools

Access to admin panel and data-backed analytics dashboard	✓
Track learning hours, course completions & utilisation levels	✓
Track actual skills learned, proficiency levels, and time to mastery	✓
Industry skill insights and benchmarking	✓
Dedicated platform and student onboarding services	✓
Hosted platform to author online courses, publicly & privately	✓

Job-Based Learning

Skills-first learning approach	✓
Access to job search resources	✓
Access to job-based learning programs	✓
Ability to measure, track and report, trends & analytics from platform	✓
Curriculum alignment and easy course mapping	✓
Access to information on in-demand job roles	✓

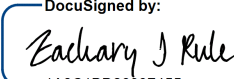
Customisable learning programs based on local market conditions 

Learner Experience

- Hands-on and applied learning 
- Online assessments, peer-reviewed assignments and Capstone projects 
- On-demand enrollments and self-paced assessments 
- Flexible learning pathways 
- Placement tests 
- Machine-learning driven tailored course recommendations 
- Advanced UX/UI 
- Instructor-guided active learning 
- Offline access to content with resync functionality 

Content & Credentials

- Business, Leadership, and Management 
- Technology, Computer Science & Engineering 
- Data Science and Machine Learning 
- Arts and Humanities 
- Personal Development & other soft skills 
- Access to international content from global universities 
- Availability of Online Degrees and Professional Certifications 
- Availability of Industry Certifications 

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2.sz. melléklet: Szolgáltató műszaki leírása

No. 2 annex: Service provider's technical offer

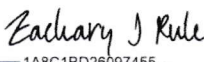
Technical specification	
Complex international higher education service and functions, characterized by a combination of the following:	
Bidder name:	Coursera Inc.
	Offer price net (HUF)
Net offer unit price (HUF) for 12 months, for 30,000 people providing an educational service (providing access to the course material stored on the platform)	HUF 406,367,100.00
Total net offer price (HUF) for 30,000 users for the duration of the contract - 36 months (Please indicate only the offer price on the reading sheet!)	HUF 1,219,101,300.00
Expected services	Recommended professional content
At least 5,000 courses prepared by a higher education institution or company, at least 1,500 managed projects in at least IT, technical, natural science, and pedagogic training fields	Coursera meets this requirement. Coursera contains 6,354 courses from leading higher education institutions and companies, as well as 3,207 projects. These cover a wide range of areas including IT, technical, natural science and pedagogical training fields. Examples include: Crash Course on Python by Google (IT), Autodesk CAD/CAM/CAE for Mechanical Engineering by Autodesk (Technical), Introduction to Chemistry: Reactions and Ratios by Duke University (Natural Science), Powerful Tools for Teaching and Learning: Digital Storytelling by University of Houston (Pedagogy).
Training providing at least 300 micro-certificates (e.g. Google Cloud, Meta, Python, IBM, Microsoft, - please name at least five) in at least the following fields: IT, engineering, natural sciences, pedagogy	Coursera meets this requirement. Coursera contains 771 specialisations, which provide micro-certificates across a variety of areas, including IT, engineering, natural sciences and pedagogy. Examples of specialisation micro-certificates include: IT Fundamentals for Cybersecurity - IBM (IT), Robotics - University of Pennsylvania (Engineering), Introduction to Electricity and Magnetism - Rice University (Natural Sciences), Online Learning Design for Educators - Macquarie University (Pedagogy), Python for Everybody - University of Michigan (Data Science).
Cloud environment for real practical simulation in at least the following fields: IT, engineering, science, pedagogy; with examples taken from the world of work (at least: coding, analysis) via common browsers and iOS/Android devices, without a continuous data connection	Coursera meets this requirement. Coursera Labs provides a cloud environment for real practical simulation across multiple fields, with examples taken from the world of work and delivered via common browsers and iOS/Android devices, without a continuous data connection: e.g. Learn to Code using C# on VS Code (IT), Finite Element Analysis Convergence and Mesh Independence (Engineering), Building an Ecosystem model with Insight Maker (Science), Create e-learning content with Canva for your students (Pedagogy).
A tool for creating your own courses, learning paths and projects in at least Hungarian, English, German, French, Spanish, Chinese directly from the browser	Coursera meets this requirement. Coursera's Private Authoring Toolkit is widely used by leading universities to create their own courses, pathways, projects and labs in different languages, including Hungarian, English, German, French, Spanish and Chinese. Faculty members record projects directly from the browser, no additional software is required, and training in how to author Coursera content is an integrated part of the authoring process.
Training of authors of own courses and projects (min. 500 people per semester) and continuous support min. for 2,500 people	Coursera meets this requirement. Coursera offers comprehensive training for staff in authoring courses and projects on Coursera, with at least 500 staff per semester and continuous support for at least 2,500 people.
The institution can perform its own evaluation, measurement, and examination tasks on the service interface.	Coursera meets this requirement. Coursera enables universities to perform their own evaluation, measurement and examination tasks directly on the Coursera interface.
Support for globally distributed online methodological tools.	Coursera meets this requirement. Coursera provides 24/7 online support as well as in-person expertise for universities via an Implementation Manager, Customer Success Manager and Skills Transformation Consultant, with deep international expertise in online learning.
Fully automate the evaluation process	Coursera meets this requirement. Courses and Projects on Coursera include automatic marking, enabling educators to invest more time on other priorities.
Dashboards and platform analytics features to track student progress	Coursera meets this requirement. Coursera contains world-class analytics to track student progress in a wide variety of ways. This includes tracking of traditional metrics like learning hours and number of assessments completed. It also includes detailed tracking of the skills progression of learners.
At least 100 indicators, based on the indicators agreed with the institution, monitoring the development of students' skills in at least the following areas: IT, technology, science, pedagogy	Coursera meets this requirement. Coursera content is mapped to 117 indicators across a wide variety of areas. For example, Cloud Computing (IT), User Experience (Technology), Bioinformatics (Science), and Research and Design (Pedagogy). The number of indicators is continuously increasing.
Comparison of classic and agreed indicators with relevant industry and regional data, comparison with graduate track data of the institution	Coursera meets this requirement. Benchmarking is an important feature of Coursera. Indicators from the University can be compared against relevant industry and regional data and this can be monitored over time.
Upload presentations from a video conference application (e.g. Zoom, BBB)	Coursera meets this requirement. The Live2Coursera app for Zoom is an integrated feature of Coursera. It enables educators to easily and quickly upload lectures and presentations to Coursera directly from Zoom.
Lectures can be downloaded from a mobile device or desktop computer in a bandwidth of the student's choice, including high-definition video, low-data-rate video, or audio-only. This service should be available to everyone, with particular regard to members of disadvantaged groups.	Coursera meets this requirement. Coursera learners are able to download content onto mobile devices and desktops using their choice of bandwidth, to ensure good access to Coursera for learners in disadvantaged groups. Options include high-resolution video, low-data video and audio only.

Individual learning path planning function to track academic progress according to sample curricula, the relationship between training output requirements and labor market needs for at least 500 training programs with the help of machine learning and artificial intelligence	Coursea meets this requirement. Coursea offers individualised learning paths (SkillSets) taking learners from a mixed range of abilities to gain the skills required for target job roles and competencies. SkillSets adapt to the specific existing skills of learners using machine learning and artificial intelligence. There are 294 SkillSets available that have been created using data from employers and actual employees in these job roles. Coursea has designed custom SkillSets, so that it is possible to quickly build new SkillSets to meet specific needs. Coursea will use its unique expertise to build at least an additional 206 SkillSets for the University to meet its priority needs.
The architecture is suitable to adequately isolate the institutional platform and data from the platforms of other institutions	Coursea meets this requirement. Coursea has been designed with all the required functionality to ensure that it can operate as a fully isolated platform without dependence on other platforms. Many universities around the world use Coursea in this way, sometimes as a preference and sometimes as a necessity.
Ability to embed into data warehouse, database or business repository solutions via API	Coursea meets this requirement. Coursea can be integrated into other systems (data warehouse, database, or business repository solutions) via API. Many institutions around the world comprehensively integrate Coursea into their other systems.
To ensure equality of opportunity, the application should meet Web Content Accessibility Guidelines ("WCAG") 2.1, with an average rating of AA, and ensure compatibility with common screen readers (eg, Jaws, VoiceOver).	Coursea meets this requirement. To maximise participation and quality, Coursea strives to substantially conform with WCAG 2.1 Level AA and undergoes bi-annual independent audits against the Guidelines to ensure an accessible environment for learners. We inspect and test changes to our platform prior to implementation. Our team includes internal Product, Engineering, and Compliance expertise and external digital accessibility specialists. A cross-functional Accessibility Committee champions a culture of accessibility compliance throughout all Coursea Teams. This ensures compatibility with common screen readers and browsers, as identified in yearly surveys by the World Wide Web Consortium (W3C).
Students can access their certificates and certificates for an unlimited period of time beyond the institutional training period.	Coursea meets this requirement. Students can access their certificates and achievements on Coursea for an unlimited period of time beyond the institutional training period. Certificates are downloadable when they have been achieved. In addition, students can link their personal email addresses to their university email accounts to ensure that they have continued access after leaving the university.
Additional services and features available in the learning ecosystem	
I. Practical experience	
Practical projects et creation using a third-party software application (e.g. MATLAB, Office365, SPSS, SAP, Canvas, PhotoShop) as micro-certificate learning material or integrated into courses.	Coursea meets this requirement. Content on Coursea teaches learners how to use third-party software applications including MATLAB, Office365, SPSS, SAP, Canvas, PhotoShop). This is both in the form of self-contained Guided Projects with micro-credentials, or integrated into broader courses. For example: Predictive Modelling and Machine Learning with MATLAB by MathWorks (MATLAB), Getting Started with Microsoft Office 365 (Office365), Practical Data ScienceTools for Data Science by IBM (SPSS), Deploying SAP on Google Cloud by Google Cloud (SAP), Understand Best Practices with Canvas (Canvas), How to Create a High-quality Flyer in Adobe Photoshop (Photoshop).
The user can work on projects and tasks in a browser without setting up an environment or downloading software, and can immediately achieve programming tasks with today's most common tools (at least: Jupyter Notebook, RStudio, VS Code), cloud software, or using any native desktop application. Educators can also create custom applications in this environment.	Coursea meets this requirement. Coursea Labs allows learners to seamlessly work on projects and assignments in a browser without any environment setup or software downloads — simply click a button to instantly work on programming assignments using today's most in-demand tools like Jupyter Notebook, RStudio, VS Code, cloud software consoles, and almost any native desktop application. Educators can create custom applications in this environment.
With provider-provided virtual machines (accessible to 30,000 people at a time), students can follow the curriculum in self-paced or synchronous guided sessions while simultaneously completing a project or assignment, from a single browser, using preconfigured Windows or Linux cloud-based desktops.	Coursea meets this requirement. In 2019, Coursea acquired Rhyme Softworks, an online platform for hands-on projects. This gives Coursea the ability to offer virtual machines allowing students to follow along with self-paced or live guided sessions while at the same time completing a project or assignment, all from one browser using pre-configures Windows or Linux cloud desktops. This is accessible to at least 30,000 people at the same time.
a. Learning job-related skills with the help of guided projects	
Minimum 1500 db pre-prepared, managed project prepared by a corporate partner or higher education institution	Coursea meets this requirement. Coursea contains more than 3,000 pre-prepared projects from industry and faculty experts in the Coursea Project network along with over 500 additional pre-prepared projects offered by Google.
Active learning approach during guided projects	Coursea meets this requirement. Coursea Guided Projects use an instructor-guided active learning approach to maximise the development of practical skills.
Directed projects in business, computer science, social science, personal development, physics and engineering	Coursea meets this requirement. There are a wide range of directed projects in multiple fields, for example: 'Using Power Bi for Financial Data Analysis (Business), Introduction to Python (Computer Science), Create Surveys with Qualtrics (Social Science), Prepare for Job Interviews (Personal Development), SimScale for Engineering Simulations - FEA for Beginners (Physics and Engineering).

Managed projects run entirely in the cloud with all relevant software and data pre-configured	Coursera meets this requirement. Guided Projects are entirely cloud based with pre-configured software and data.
b. Assessment and development of technical skills in virtual laboratories	
Pre-configured environment with all the instruction files already uploaded is available from the Internet browser (with study material).	Coursera meets this requirement. Coursera virtual laboratories offer a pre-configured study environment with all the required materials directly from the internet browser.
Real-time feedback through automatic assessments.	Coursera meets this requirement. Coursera virtual laboratories provide real-time feedback through automatic assessments.
c. Practicing programming	
A minimum of 100 demo examples created by corporate partners or higher education institutions.	Coursera meets this requirement. There are many more than 100 courses that use labs assignments to teach or practice programming.
Access to an in-browser cloud workspace pre-configured with course-relevant tools and packages	Coursera meets this requirement. Coursera offers access to an in-browser cloud workspace that is pre-configured with course relevant tools and packages that ideally suits teaching and learning programming.
II. Other tools that support education and educational organization and comply with academic standards	
Plagiarism warning features	Coursera meets this requirement. Coursera contains anti-plagiarism warnings.
Disable URL sharing	Coursera meets this requirement. Coursera contains a feature that disables URL sharing between learners.
Plagiarism reminder	Coursera meets this requirement. Coursera contains a plagiarism reminder feature.
Disabling the copying of peer reviews	Coursera meets this requirement. Coursera contains a feature that disables the copying of peer reviews.
Anonymization of peer reviews	Coursera meets this requirement. Coursera contains a feature that anonymises peer reviews for the benefit of academic integrity.
Online registration and archiving of study grades	Coursera meets this requirement. Coursera offers online registration and allows the archiving of study grades.
Measuring student results	
Built-in evaluation system for at least 200 company and university courses	Coursera meets this requirement. There is a built-in evaluation system for all of Coursera 6,354 courses and 3,207 Projects, and this evaluation system can be used for any courses or projects created on the platform by the University of Szeged.
The possibility of building an evaluation system approved by instructors	Coursera meets this requirement. Coursera empowers universities, and their course instructors and teaching staff to build their own evaluation system.
Evaluation system tailored to the instructor, individual evaluation, group evaluation, automatic evaluation, timed exam, identity verification, online exam, question bank, possibility of comprehensive evaluation	Coursera meets this requirement. Coursera offers universities the ability to build an evaluation system tailored to the instructor, which may include individual evaluations, group evaluations, automated evaluations, timed exams, identity verification, online exams, question banks, and comprehensive evaluation options.
Creating exam tasks manually, from a question bank or by importing Google Doc and Microsoft Word documents.	Coursera meets this requirement. Using Coursera, universities can create exam tasks manually or can create them leveraging Coursera's assessment import functionality, which allows universities to seamlessly import Google Doc and Microsoft Word documents into Coursera. There are also question banks to help universities with exam task creation.
Data analysis services	
Real-time monitoring of users' performance and their presentation to university managers	Coursera meets this requirement. Learners' performance is analysed in real time and this data is accessible to teaching and administrative staff for review.
Administering the training programs managed on the interface and maximizing efficiency during the entire life cycle of the programs	Coursera meets this requirement. Coursera's administration interface allows for the convenient management of all training programmes to maximise efficiency across the entire lifecycle of the programmes.
In addition to classic metrics, connecting individual skills across courses in key areas (at least business, computer science, and data science)	Coursera meets this requirement. In addition to classic metrics, such as learning hours and attempts, learners' skills on Coursera are categorised and measured across business, computer science, and data science areas.
Dashboards on student skill development	Coursera meets this requirement. Coursera provides comprehensive dashboards on student skill development, showing skill distribution, breakdown, mastery and learner effort, in addition to benchmarking.
Anonymized data from companies, providing insight into trends and benchmarks by industry and region	Coursera meets this requirement. Coursera provides anonymised data from companies providing insight into trends and benchmarks by industry, region, and organisation size.
Basic administrative functions: at least track student progress, join courses, enroll and graduate	Coursera meets this requirement. Alongside deeper analytics, Coursera provides a range of basic administrative functions tracking student progress, courses joined, enrolments, and courses completed.
Videoconferencing device compatible environment	

Upload presentations directly from a video conference device (e.g. Zoom or BBB) to the interface	Coursera meets this requirement. Educators can quickly and easily upload content directly from the Zoom video conferencing application to Coursera.
Download and viewing options	Coursera meets this requirement. Students can download recorded lectures on Coursera via desktop or mobile and can choose the best download and viewing options for their circumstances, benefitting students who do not always have access to a high quality internet connection, and therefore widening participation.
Competence development	
Learning programs based on labor market data: at least 5,000 courses prepared by higher education institutions or companies, at least 1,500 managed projects in at least IT, technical, natural science, and pedagogical training fields	Coursera meets this requirement. Coursera is powered by data from learners and relationships with employers, giving unique insights into the needs of the labour market. The Coursera ecosystem leads to the creation of new courses to meet the demands of the labour market. Coursera contains over 6,354 courses from leading higher education institutions and companies, as well as over 3,207 projects. These cover a wide range of areas including IT, technical, natural science and pedagogical training fields.
Individualized learning path to acquire skills and abilities based on database and training program according to selected job position	Coursera meets this requirement. Coursera offers individualised learning paths (SkillSets) taking learners from a mixed range of abilities to gain the skills required for target job roles and competencies.
Supporting the acquisition of skills using machine learning	Coursera meets this requirement. Coursera's SkillSets adapt to the specific existing skills of learners using machine learning and artificial intelligence to accelerate skills acquisition.
Integrate hands-on learning with guided projects (at least Google Ads, WordPress and Excel)	Coursera meets this requirement. Coursera's Guided Projects allow for the integration of hands-on learning into the student experience. Examples include Google Ads for Beginners, Build a Full Website using WordPress, Using Basic Formulas and Functions in Microsoft Excel
Track skill development at learner and cohort level compared to actual employees in the industry. Own, validated database for comparison	Coursera meets this requirement. Coursera's Skills Development Dashboards allow for the tracking of skill development at learner and cohort level, and the comparison of this by industry and region using Coursera's skills database.
The institution can determine the range of skills required of student groups, with specific goals in mind. The skills inventory then recommends educational content and automatically creates the most effective learning paths.	Coursera meets this requirement. Coursera's customised SkillSets allow institutions to determine the range of skills required of student groups with specific goals in mind, and then the system will recommend high quality educational content to deliver the most effective learning paths to reach the desired outcome.
Ability to create a customizable skills register with key employers	Coursera meets this requirement. Universities can use Coursera's SkillSets to provide customised skills development for specific employers, helping to connect universities more closely to key employers and boost student employability.
Helping to manage students with different abilities	Coursera meets this requirement. Coursera provides excellent visibility over the skills development of learners helping educators to quickly identify mixed abilities. Coursera's 'skill mastery' methodology provides opportunities for learners with lower abilities to catch up. And by integrating Coursera, institutions are able to immediately access a large pool of content to use to support weaker students or to offer to stronger students who are being held back, without the need for educators to generate their own content.
Assisting in the training and retraining of employees, supporting training records	Coursera meets this requirement. Coursera is widely used for employee learning and development, including upskilling and reskilling, and the transparency of learning on Coursera means that it can be easily integrated into staff performance review processes.
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11/21/2022

FORDÍTÁS
Műszaki specifikáció

Komplex nemzetközi felsőoktatási szolgáltatás és funkciók, amelyet az alábbiak kombinációja jellemez:

Ajánlattevő megnevezés:	Coursera Inc
	Ajánlati ár nettó (HUF)
Nettó ajánlati egységár (HUF) 12 hónapra, 30 000 fő részére oktatási szolgáltatás biztosítása (hozzáférés biztosítása a platformon tárolt tananyaghoz)	Ft 406,367,100.00
Mindösszesen nettó ajánlatiár (HUF) 30.000 db felhasználó tekintetében a szerződés időtartamára – 36 hónap	Ft 1,219,101,300.00

Elvárt szolgáltatások	Megajánlott szakmai tartalom
Minimum 5000 felsőoktatási intézmény vagy vállalat által készített kurzus, minimum 1500 irányított projekt legalább informatikai, műszaki, természettudományi, pedagógiai képzési területeken	A Coursera megfelel ennek a követelménynek. A Coursera 6354 kurzust tartalmaz vezető felsőoktatási intézményektől és cégektől, valamint 3207 projektet. Ezek a területek széles skáláját fedik le, beleértve az informatikai, műszaki, természettudományi és pedagógiai képzési területeket. Példák: Gyorstanfolyam a Pythonról a Google-től (IT), Autodesk CAD/CAM/CAE gépészmérnöki programhoz, Autodesk (műszaki), Bevezetés a kémiába: Reakciók és arányok a Duke Egyetemtől (természettudomány), Hatékony eszközök a tanításhoz és a tanuláshoz: Digitális történetmesélés a Houstoni Egyetemtől (pedagógia)
Legalább 300 mikrotanúsítványt nyújtó képzés (pl. Google Cloud, Meta, Python, IBM, Microsoft, - kérjük legalább öt megnevezését) legalább az alábbi területeken: informatika, műszaki, természettudományi, pedagógia	A Coursera megfelel ennek a követelménynek. A Coursera 771 szakterületet tartalmaz, amelyek mikrotanúsítványokat nyújtanak számos területen, beleértve az informatikát, a műszaki tudományokat, a természettudományokat és a pedagógiát. Példák a specializációs mikrotanúsítványokra: IT-alapok a kiberbiztonsághoz – IBM (informatika), Robotika – Pennsylvanai Egyetem (mérnöki), Bevezetés az elektromosságra és mágnességre – Rice University (természettudományok), Online tanulási tervezés oktatóknak – Macquarie Egyetem (pedagógia), Python for Everybody - Unviersity of Michigan (adattudomány).
Felhőkörnyezet valós gyakorlati szimulációhoz legalább az alábbi területeken: informatika, műszaki, természettudományi, pedagógia; munka világából vett példákkal (legalább: kódolás, elemzés) általános böngészőkön és iOS/Android-eszközön keresztül, folyamatos adatkapcsolat nélkül	A Coursera megfelel ennek a követelménynek. A Coursera Labs felhőkörnyezetet biztosít a valós gyakorlati szimulációkhoz több területen is, a munka világából vett példákkal, amelyeket általános böngészőkön és iOS/Android eszközökön keresztül nyújtanak, folyamatos adatkapcsolat nélkül: pl. A kódolás megtanulása a C# használatával a VS Code-on (informatika), A végelem-elemzés konvergenciája és a hálózatlátszág (műszaki), Az ökoszisztéma-modell felépítése az Insight Makerrel (természettudomány), E-learning tartalom létrehozása a Canva segítségével a diákok számára (pedagógia).
Eszköz saját kurzusok, tanulási útvonalak és projektek létrehozására legalább magyar, angol, német, francia, spanyol, kínai nyelveken közvetlenül a böngészőből	A Coursera megfelel ennek a követelménynek. A Coursera Private Authoring Toolkit-jét a vezető egyetemek széles körben használják saját kurzusok, útvonalak, projektek és laborok létrehozására különböző nyelveken, köztük magyar, angol, német, francia, spanyol és kínai nyelven. Az oktatók közvetlenül a böngészőből rögzítik a projekteket, nincs szükség további szoftverekre, és a Coursera-tartalom létrehozására vonatkozó képzés a szerzői folyamat szerves részét képezi.
Saját kurzusok és projektek szerzőinek képzése (félévente min. 500 fő) és folyamatos támogatás min. 2500 fő részére	A Coursera megfelel ennek a követelménynek. A Coursera átfogó képzést kínál a munkatársak számára a Courseráról szóló szerzői kurzusaiban és projektjeiben, személyesenként legalább 500 alkalmazottnak, és legalább 2500 fő folyamatos támogatásával.
Az intézmény saját értékelési, mérési, vizsgáztatási feladatait a szolgáltatási felületen végezheti.	A Coursera megfelel ennek a követelménynek. A Coursera segítségével az egyetemek közvetlenül a Coursera felületén végezhetik el saját értékelési, mérési és vizsgáztatási feladataikat.
Globálisan elterjedt online-módszertani eszközök támogatása.	A Coursera megfelel ennek a követelménynek. A Coursera a hét minden napján, 24 órában online támogatást, valamint személyes szakértelmet biztosít az egyetemeknek egy implementációs menedzseren, ügyfélsiker-menedzseren és képességátalkítási tanácsadón keresztül, akik mély nemzetközi szakértelemmel rendelkeznek az online tanulás megvalósításában, stratégiákban, eszközökben és módszertanokban.

Az értékelési folyamat teljes automatizálása	A Coursera megfelel ennek a követelménynek. A Coursera kurzusai és projektjei automatikus értékelést tartalmaznak, amely lehetővé teszi az oktatóknak, hogy több időt fordítsanak más prioritásokra.
Dashboardok és a platformelemzési funkciók a tanulók előrehaladásának nyomon követésére	A Coursera megfelel ennek a követelménynek. A Coursera világszínvonalú elemzéseket tartalmaz, amelyek segítségével sokféleképpen nyomon követhető a tanulók előrehaladása. Ez magában foglalja a hagyományos mutatók nyomon követését, mint például a tanulási órák és az elvégzett felmérések száma. Tartalmazza a tanulók készségfejlesztésének részletes nyomon követését.
Legalább 100, az intézménnyel egyeztetett mutató alapján a tanulók készségfejlesztésének nyomon követése legalább az alábbi területeken: informatika, műszaki, természettudományi, pedagógia	A Coursera megfelel ennek a követelménynek. A Coursera tartalma 117 mutatóhoz van hozzárendelve a legkülönbözőbb területeken. Például Felhő számítástechnika (informatika), Felhasználói élmény (műszaki), A bioinformatika (természettudomány) és Kutatás és tervezés (pedagógia). A mutatók száma folyamatosan növekszik.
A klasszikus és egyeztetett mutatók egybevetése releváns iparági és regionális adatokkal, az intézmény diplomás pályakövetési adataival való összehasonlítás	A Coursera megfelel ennek a követelménynek. A benchmarking a Coursera fontos jellemzője. Az egyetem mutatói összevethetők a releváns iparági és regionális adatokkal, és ez az idő előrehaladtával nyomon követhető.
Előadások feltöltése videókonferencia alkalmazásól (pl. Zoom, BBB)	A Coursera megfelel ennek a követelménynek. A Live2Coursera Zoom alkalmazás a Coursera integrált funkciója. Lehetővé teszi az oktatók számára, hogy egyszerűen és gyorsan töltsenek fel előadásokat és prezentációkat a Courserába közvetlenül a Zoomból.
Az előadások mobil eszközről és asztali számítógépről is letölthetők, a tanuló által választható sávszélességben, beleértve a nagy felbontású videót, az alacsony adatforgalmú videót vagy a csak hangot. Ez a szolgáltatás mindenki számára legyen elérhető, különös tekintettel a hátrányos helyzetű csoportok tagjaira.	A Coursera megfelel ennek a követelménynek. A Coursera tanulói a választott sávszélességet használva tölthetnek le tartalmat mobil eszközökre és asztali számítógépekre, hogy a hátrányos helyzetű csoportok tanulói számára jó hozzáférést biztosítsanak a Coursera-hoz. A lehetőségek közé tartozik a nagy felbontású videó, az alacsony adatforgalmú videó és a csak hang.
Egyéni tanulási útvonal tervező funkció a mintatanterveknek megfelelő tanulmányi előrehaladás, a képzési kimeneti követelmények és a munkaerőpiaci igények kapcsolata nyomon követésére legalább 500 képzési program esetében gépi tanulás és mesterséges intelligencia segítségével	A Coursera megfelel ennek a követelménynek. A Coursera egyénre szabott tanulási utakat (SkillSets) kínál, amely a vegyes képességű tanulókat elvezeti a megcélzott munkakörökhöz és kompetenciákhoz szükséges készségek megszerzéséhez. A SkillSets alkalmazkodik a tanulók sajátos meglévő készségeihez gépi tanulás és mesterséges intelligencia segítségével. 294 SkillSet áll rendelkezésre, amelyeket a munkaadók és a tényleges alkalmazottak adatai alapján hoztak létre ezekben a munkakörökben. A Coursera egyedi SkillSeteket tervezett, amely lehetővé teszi az új SkillSetek gyors létrehozását az egyedi igények kielégítése érdekében. A Coursera egyedülálló szakértelmét felhasználva legalább további 206 SkillSetet hoz létre az egyetem számára, hogy kielégítse kiemelt szükségleteit.
Az architektúra alkalmas arra, hogy megfelelően elkülönítse az intézményi platformot és adatokat más intézmények platformjaitól	A Coursera megfelel ennek a követelménynek. A Coursera-t az összes szükséges funkcióval úgy tervezték, hogy teljesen elkülönített platformként működjön anélkül, hogy más platformoktól függene. A világ számos egyeteme használja ilyen módon a Coursera-t, néha preferenciaként, néha pedig szükségképpen.
API-n keresztül adattárházba, adatbázisba vagy üzleti repository megoldásokba való beágyazásra való képesség	A Coursera megfelel ennek a követelménynek. A Coursera API-n keresztül integrálható más rendszerekbe (adattárház-, adatbázis- vagy üzleti repository megoldások). A világ számos intézménye átfogóan integrálja a Coursera-t más rendszereibe.
Az esélyegyenlőség biztosítása érdekében az alkalmazás feleljen meg a Web Content Accessibility Guidelines („WCAG”) 2.1-es szabványának, átlagosan AA besorolással, és biztosítson kompatibilitást az elterjedt képernyőolvasókhoz (pl. Jaws, VoiceOver).	A Coursera megfelel ennek a követelménynek. A részvétel és a minőség maximalizálása érdekében a Coursera arra törekszik, hogy alaposan megfeleljen a WCAG 2.1 AA szintű követelményeinek, és két évente független auditon esik át az Irányelvek alapján, hogy elérhető környezetet biztosítson a tanulók számára. Megvizsgáljuk és teszteljük a platformunk módosításait a bevezetés előtt. Csatunk belső termék-, mérnöki- és megfelelőségi szakértelemmel, valamint külső digitális akadálymentesítési szakértőkkel rendelkezik. A többfunkciós Hozzáférhetőségi Bizottság minden Coursera csapatban támogatja az akadálymentesítési megfelelés kultúráját. Ez biztosítja a kompatibilitást a szokásos képernyőolvasókkal és böngészőkkel, amint azt a World Wide Web Consortium (W3C) éves felmérései megállapították.
A tanulók az intézményi képzési időn túl, korlátlan ideig hozzáférhetnek a tanúsítványaikhoz és igazolásaikhoz.	A Coursera megfelel ennek a követelménynek. A hallgatók tanúsítványait és eredményeiket a Courserán az intézményi képzési időszakon túl, korlátlan ideig elérhetik. A tanúsítványok a megszerzésük után letölthetők. Ezenkívül a hallgatók összekapcsolhatják személyes e-mail címeiket egyetemi e-mail fiókaikkal, amely biztosítja számukra a folyamatos hozzáférést az egyetem elhagyása után is.

A tanulási ökoszisztémában elérhető további szolgáltatások és funkciók

I. Gyakorlati tapasztalat

Gyakorlati projekteket létrehozása harmadik féltől származó szoftveralkalmazás használatával (pl. MATLAB, Office365, SPSS, SAP, Canvas, PhotoShop) mikrotanúsítványt nyújtó ismeretanyagként vagy kurzusokba integrálva.	A Coursera megfelel ennek a követelménynek. A Coursera tartalma megtanítja a tanulókat harmadik féltől származó szoftveralkalmazások (például MATLAB, Office365, SPSS, SAP, Canvas, PhotoShop) használatára. Mindezt egyrészt önálló, irányított projektek formájában, mikrotanúsítvánnyal, akár tágabb kurzusokba integrálva. Például: Prediktív modellezés és gépi tanulás a MATLAB segítségével a MathWorkstól (MATLAB), a Microsoft Office 365 első lépései (Office365), Gyakorlati adattudományi eszközök az adattudományhoz az IBM-től (SPSS), az SAP telepítése a Google Cloudon a Google Cloud-tól (SAP), A Canvas legjobb gyakorlatainak megismerése (Canvas), Kiváló minőségű szórólap készítése az Adobe Photoshopban (Photoshop).
A felhasználó böngészőben környezetbeállítás vagy szoftverletöltés nélkül dolgozhat projekteken és feladatokon, azonnal eléri programozási feladatokat a mai legelterjedtebb eszközökkel (legalább: Jupyter Notebook, RStudio, VS Code) felhőszoftverrel, illetve bármilyen natív asztali alkalmazás használatával. Az oktatók egyéni alkalmazásokat is készíthetnek ebben a környezetben.	A Coursera megfelel ennek a követelménynek. A Coursera Labs lehetővé teszi a tanulók számára, hogy zökkenőmentesen dolgozhassanak projekteken és feladatokon a böngészőben, környezetbeállítás vagy szoftverletöltés nélkül – egyszerűen egy gombra kattintással azonnal dolgozhatnak a programozási feladatokon a mai legelterjedtebb eszközökkel, mint például a Jupyter Notebook, RStudio, VS Code, felhőszoftver. konzolok és szinte bármilyen natív asztali alkalmazás. Az oktatók egyéni alkalmazásokat készíthetnek ebben a környezetben.
A szolgáltató által biztosított virtuális gépekkel (egyidejűleg 30 000 fő számára elérhetően) a tanulók önálló vagy szinkron irányított foglalkozásokon követhetik nyomon a tananyagot, miközben egyidejűleg teljesítenek egy projektet vagy feladatot, egyetlen böngészőből, előre konfigurált Windows vagy Linux felhőalapú asztali számítógépek használatával.	A Coursera megfelel ennek a követelménynek. 2019-ben a Coursera megvásárolta a Rhyme Softworks online platformot gyakorlati projektekhez. Ez lehetővé teszi a Coursera számára, hogy virtuális gépeket kínáljon, amelyek lehetővé teszik a hallgatók számára, hogy saját tempójú vagy élő, irányított munkameneteket kövessenek, miközben egyidejűleg teljesíthetnek egy projektet vagy feladatot, mindezt egyetlen böngészőből, előre konfigurált Windows vagy Linux felhőalapú asztali számítógépek használatával. Ez egyidejűleg legalább 30 000 ember számára elérhető.

a. Munkakörhöz kapcsolódó készségek elsajátítása irányított projektek segítségével

Minimum 1500 db előre elkészített, vállalati partner vagy felsőoktatási intézmény által készített irányított projekt	A Coursera megfelel ennek a követelménynek. A Coursera több mint 3000 előre elkészített projektet tartalmaz iparági és oktatói szakértőktől a Coursera Project hálózatban, valamint a Google által kínált több mint 500 további előre elkészített projektet.
Aktív tanulás megközelítés az irányított projektek során	A Coursera megfelel ennek a követelménynek. A Coursera Guided Projects (Irányított Projektek) oktató által irányított aktív tanulási megközelítést alkalmaznak a gyakorlati készségek fejlesztésének maximalizálása érdekében. A Coursera megfelel ennek a követelménynek. Szerekről irányított projektek léteznek több területen, például: A Power BI használata pénzügyi adatok elemzésére (üzleti élet), Bevezetés a Pythonba (számítástechnika), Felmérések létrehozása a Qualtrics segítségével (társadalomtudomány), Felkészülés az állásinterjúkra (személyes fejlődés), SimScale mérnöki szimulációkhoz – FEA kezdőknek (fizika és mérnöki tudományok).
Irányított projektek az üzleti élet, a számítástechnika, a társadalomtudomány, a személyes fejlődés, a fizika és a mérnöki tudományok területén	
Az irányított projektek teljes egészében felhőben futnak minden releváns szoftverrel és adattal előre konfigurálva	A Coursera megfelel ennek a követelménynek. Az irányított projektek teljes mértékben felhőalapúak, előre konfigurált szoftverrel és adatokkal.

b. Technikai készségek felmérése és fejlesztése virtuális

Az internetböngészőből elérhető, előre konfigurált környezet az összes már feltöltött utasításfájljal (tananyaggal).	A Coursera megfelel ennek a követelménynek. A Coursera virtuális laboratóriumok előre konfigurált tanulmányi környezetet kínálnak az összes szükséges anyaggal közvetlenül az internetböngészőből.
Valós idejű visszajelzés az automatikus értékelések révén.	A Coursera megfelel ennek a követelménynek. A Coursera virtuális laboratóriumai valós idejű visszajelzést adnak automatikus értékeléseken keresztül.

c. Programozás gyakorlása

Minimum 100 vállalati partner vagy felsőoktatási intézmény által készített demópélda.	A Coursera megfelel ennek a követelménynek. A 100-nál sokkal több kurzus létezik, amelyek laboratóriumi feladatokat használnak a programozás tanulására vagy gyakorlására.
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Hozzáférés egy böngészőn belüli felhőalapú munkaterülethez, amely előre konfigurálva van a kurzus szempontjából releváns eszközökkel és csomagokkal	A Coursera megfelel ennek a követelménynek. A Coursera hozzáférést biztosít egy böngészőn belüli felhőalapú munkaterülethez, amely előre konfigurálva van a kurzus szempontjából releváns eszközökkel és csomagokkal, amelyek ideálisan illeszkednek a progtóramozás tanításhoz és tanulásához.
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II. Oktatást és oktatásszervezést támogató, az akadémiai normáknak megfelelő egyéb eszközök

Plágium figyelmeztető funkciók	A Coursera megfelel ennek a követelménynek. A Coursera plágiumellenes figyelmeztetéseket tartalmaz.
Az URL-ek megosztásának letiltása	A Coursera megfelel ennek a követelménynek. A Coursera olyan funkciót tartalmaz, amely letiltja a tanulók közötti URL-megosztást.
Plágium emlékeztető	A Coursera megfelel ennek a követelménynek. A Coursera tartalmaz egy plágium-emlékeztető funkciót.
Társértékelések (peer review) másolásának letiltása	A Coursera megfelel ennek a követelménynek. A Coursera tartalmaz egy olyan funkciót, amely letiltja a társértékelések (peer review) másolását.
A társértékelések (peer review) anonimizálása	A Coursera megfelel ennek a követelménynek. A Coursera olyan funkciót tartalmaz, amely anonimizálja a társértékeléseket (peer review) a tudományos integritás érdekében.
Tanulmányi érdemjegyek online nyilvántartása, archiválása	A Coursera megfelel ennek a követelménynek. A Coursera online regisztrációt kínál, és lehetővé teszi a tanulmányi érdemjegyek archiválását.

A tanulók eredményeinek mérése

Legalább 200 vállalati, egyetemi kurzus esetében beépített értékelési rendszer	A Coursera megfelel ennek a követelménynek. A Coursera 6354 kurzusának és 3207 projektjének mindegyikéhez beépített értékelési rendszer tartozik, és ez az értékelési rendszer a Szegedi Tudományegyetem által a platformon létrehozott bármely kurzushoz vagy projekthez használható.
Oktatók által jóváhagyott értékelési rendszer kiépítésének lehetősége	A Coursera megfelel ennek a követelménynek. A Coursera felhatalmazza az egyetemeket, valamint a kurzusaik oktatóit és oktatóit saját értékelési rendszerük kiépítésére.
Oktatóra szabott értékelési rendszer, egyéni értékelés, csoportos értékelés, automatikus értékelés, időzített vizsga, személyazonosság ellenőrzés, online vizsgáztatás, kérdésbank, átfogó értékelés lehetősége	A Coursera megfelel ennek a követelménynek. A Coursera lehetőséget kínál az egyetemeknek az oktatóra szabott értékelési rendszer felépítésére, amely magában foglalhat egyéni értékeléseket, csoportos értékeléseket, automatizált értékeléseket, időzített vizsgákat, személyazonosság-ellenőrzést, online vizsgáztatást, kérdésbankokat és az átfogó értékelés lehetőségét.
Vizsgafeladatok létrehozása manuálisan, kérdésbankból vagy Google Doc és a Microsoft Word dokumentumok importjával.	A Coursera megfelel ennek a követelménynek. A Coursera használatával az egyetemek manuálisan hozhatnak létre vizsgafeladatokat, vagy létrehozhatják azokat a Coursera értékelésimportálási funkciójával, amely lehetővé teszi az egyetemek számára, hogy zökkenőmentesen importálják a Google Doc és a Microsoft Word dokumentumokat a Coursera-ba. Kérdésbankok is segítik az egyetemeket a vizsgafeladatok elkészítésében.

Adatelemzési szolgáltatások

A felhasználók teljesítményének valós idejű nyomon követése, azok az egyetem vezetői számára történő bemutatása	A Coursera megfelel ennek a követelménynek. A tanulók teljesítményét valós időben elemezzük, és ezek az adatok elérhetők az oktatói és adminisztratív személyzet számára felülvizsgálat céljából.
A felületen kezelt képzési programok adminisztrálása és a hatékonyság maximalizálása a programok teljes életciklusa során	A Coursera megfelel ennek a követelménynek. A Coursera adminisztrációs felülete lehetővé teszi az összes képzési program kényelmes kezelését a hatékonyság maximalizálása érdekében a programok teljes életciklusa során.
A klasszikus mérőszámok mellett egyéni készségek összekapcsolása a kulcsfontosságú területek (legalább üzleti, számítástechnikai és adattudományi) kurzusai között	A Coursera megfelel ennek a követelménynek. A klasszikus mérőszámok mellett, mint például a tanulási órák és kísérletek, a Courserán a tanulók készségeit az üzleti, számítástechnikai és adattudományi területeken kategorizálják és mérik.
Dasboardok a tanulók készségfejlődéséről	A Coursera megfelel ennek a követelménynek. A Coursera átfogó dashboardokat biztosít a tanulók készségfejlődéséről, amely a benchmarkingon kívül bemutatja a képességek eloszlását, lebontását, elsajátítását és a tanulói erőfeszítéseket.
Vállalatok anonimizált adatai, betekintést adva a trendekbe és a benchmarkokba iparág és régió szerint	A Coursera megfelel ennek a követelménynek. A Coursera anonimizált adatokat biztosít a vállalatoktól, betekintést adva a trendekbe és a benchmarkokba iparág, régió és szervezetméret szerint.

Alapvető adminisztratív funkciók: legalább a tanulók haladásának nyomon követése, a kurzusokhoz való csatlakozás, beiratkozás és végzés	A Coursera megfelel ennek a követelménynek. A mélyebb elemzések mellett a Coursera számos alapvető adminisztrációs funkciót kínál, amelyek nyomon követik a hallgatók előrehaladását, a kurzusokhoz való csatlakozást, a beiratkozásokat és a befejezett kurzusokat.
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Videokonferencia eszköz kompatibilis környezet

Előadások feltöltése közvetlenül videokonferencia eszközből (pl. a Zoom vagy BBB alkalmazásból) a felületre	A Coursera megfelel ennek a követelménynek. Az oktatók gyorsan és egyszerűen tölthetnek fel tartalmat közvetlenül a Zoom videokonferencia-alkalmazásból a Courserába.
Letöltési és megtekintési lehetőségek	A Coursera megfelel ennek a követelménynek. A hallgatók letölthetik a rögzített előadásokat a Coursera-ról asztali számítógépen vagy mobilon keresztül, és kiválaszthatják a körülményeiknek leginkább megfelelő letöltési és megtekintési lehetőségeket, amelyek előnyösek azoknak a hallgatóknak, akik nem mindig férnek hozzá a jó minőségű internetkapcsolathoz, és ezáltal bővíti a részvételt.

Kompetencia fejlesztés

Munkaerőpiaci adatokon alapuló tanulási programok: legalább 5000 felsőoktatási intézmény vagy vállalat által készített kurzus, minimum 1500 irányított projekt legalább informatikai, műszaki, természettudományi, pedagógiai képzési területeken	A Coursera megfelel ennek a követelménynek. A Coursera a tanulóktól és a munkaadókkal fennálló kapcsolatokból származó adatokon alapul, egyedülálló betekintést nyújtva a munkaerő-piaci igényekbe. A Coursera ökoszisztéma új kurzusok létrehozásához vezet, hogy megfeleljenek a munkaerőpiaci igényeknek. A Coursera több mint 6354 kurzust tartalmaz vezető felsőoktatási intézményektől és cégektől, valamint több mint 3207 projektet. Ezek a területek széles skáláját fedik le, beleértve az informatikai, műszaki, természettudományi és pedagógiai képzési területeket.
Kiválasztott munkakör szerint adatbázis és képzési program alapján egyénre szabott tanulási útvonala a képességek és készségek megszerzésére	A Coursera megfelel ennek a követelménynek. A Coursera egyénre szabott tanulási útvonaltakat (SkillSets) kínál, amelyek a vegyes képességű tanulókat elvezeti a megcélzott munkakörökhöz és kompetenciákhoz szükséges készségek megszerzéséhez, hogy megszerezzék a megcélzott munkakörökhöz és kompetenciákhoz szükséges készségeket.
Készségek megszerzésének támogatása gépi tanulás segítségével	A Coursera megfelel ennek a követelménynek. A Coursera SkillSets a tanulók meglévő specifikus készségeihez igazodik, gépi tanulást és mesterséges intelligenciát használva a készségek elsajátításának felgyorsítása érdekében.
A gyakorlati tanulás integrálása irányított projektekkel (legalább Google Ads, a WordPress és Excel)	A Coursera megfelel ennek a követelménynek. A Coursera irányított projektjei lehetővé teszik a gyakorlati tanulás integrálását a hallgatói élménybe. Ilyen például a Google Ads kezdőknek, a Teljes webhely készítése WordPress használatával, Az alapvető képletek és funkciók használata a Microsoft Excelben
A készségek fejlődésének nyomon követése tanulói és kohorsz-szinten, összehasonlítva az adott iparág tényleges alkalmazottaival. Az összehasonlításhoz saját, validált adatbázis	A Coursera megfelel ennek a követelménynek. A Coursera Készségfejlesztő Dashboardjai lehetővé teszik a készségfejlesztés tanulói és kohorsz-szintű nyomon követését, és ennek iparágonkénti és régiókonkénti összehasonlítását a Coursera készségadatbázisa segítségével.
Az intézmény meghatározhatja a tanulócsoportoktól megkövetelt készségek skáláját, konkrét célokat szem előtt tartva. A készség-nyilvántartás ezután ajánl oktatási tartalmat, és hozzá létre automatikusan a leghatékonyabb tanulói utakat.	A Coursera megfelel ennek a követelménynek. A Coursera testreszabott SkillSetjei lehetővé teszik az intézmények számára, hogy meghatározott célokat szem előtt tartva meghatározzák a tanulói csoportoktól megkövetelt készségek skáláját, majd a rendszer kiváló minőségű oktatási tartalmat ajánl a kívánt eredmény eléréséhez szükséges leghatékonyabb tanulási utak biztosítása érdekében.
A kulcsfontosságú munkaadókkal közösen testreszabható készség-nyilvántartás létrehozásának lehetősége	A Coursera megfelel ennek a követelménynek. Az egyetemek a Coursera SkillSetjeit használhatják arra, hogy személyre szabott készségfejlesztést biztosítsanak bizonyos munkaadók számára, elősegítve az egyetemek és a kulcsfontosságú munkaadók közötti szorosabb kapcsolatleremtést, és növelve a hallgatók foglalkoztathatóságát.
A különböző képességekkel rendelkező tanulók kezelésének segítése	A Coursera megfelel ennek a követelménynek. A Coursera kiváló rálátást biztosít a tanulók készségfejlesztésére, segítve az oktatókat a vegyes képességek gyors azonosításában. A Coursera „készség-elsajátítási” módszertana lehetőséget ad az alacsonyabb képességű tanulók felzárkóztatására. A Coursera integrálásával pedig az intézmények azonnal hozzáférhetnek egy nagy tartalomkészlethez, amelyet a gyengébb tanulók támogatására vagy az erősebb, visszatartott tanulók támogatására használhatnak fel anélkül, hogy az oktatóknak saját tartalmat kellene létrehozniuk.

Munkatársak képzésének és átképzésének segítése, képzésnyilvántartás támogatása	A Coursera megfelel ennek a követelménynek. A Coursera széles körben használatos az alkalmazottak tanulására és fejlesztésére, ideértve a továbbképzést és az átképzést is, és a tanulás átláthatósága a Coursera-n azt jelenti, hogy könnyen integrálható az alkalmazottak teljesítményértékelési folyamataiba.
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[Coursera elektronikus aláírás]

[Zachary Rule elektronikus aláírás]
Zachary J Rule

[Zachary Rule elektronikus aláírás]
2022.11.21

Organization: University of Szeged	
Billing Address: 13 Dugonics tér Szeged, Csongrád-Csanád 6720 Hungary Billing Contact Name: Peter Szakal Billing Email: szakal.peter@szte.hu	Ship To Address* (if different to Billing Address): 13 Dugonics tér Szeged Csongrád-Csanád 6720 Hungary **"Ship To Address" is the location where the majority of Products will be consumed.
Coursera accepts ACH, Wire transfer, or check Payment Terms: Net 45 Invoice Schedule (HUF):	Does Organization need a purchase order number on the invoice? Yes No If Yes, please provide purchase order to accounts- receivable@coursera.org within 7 days after signing Order Form. Organization Coursera VAT IE/EU372007437
Invoice Timing (Month YYYY)	Invoice Amount
December 2022	Ft406,367,100.00
December 2023	Ft406,367,100.00
December 2024	Ft406,367,100.00

Product	Number of Licenses	Order Term (months)	Start Date	End Date	Total Price (HUF)
Coursera Enterprise Wide License	Maximum user capacity up to 30000	36	January 1, 2023	December 31, 2025	Ft1,219,101,300.00
Coursera Single Sign On Maintenance	1	36	January 1, 2023	December 31, 2025	Ft0.00
Coursera Private Authoring	1	36	January 1, 2023	December 31, 2025	Ft0.00
One-time: Coursera Single Sign On Integration					Ft0.00

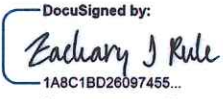
Total (HUF): Ft1,219,101,300.00

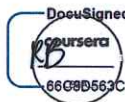
1. Term and Renewal Fees. The Term of this Order Form will be **three (3) years** from the License Start Date. Upon expiration of the Term, Users holding a User License and/or Enrollment shall lose paid access to the Platform (including any uncompleted Courses), unless such User is given a new User License and/or Enrollment pursuant to another purchase.
2. License Start Date. "**License Start Date**" shall mean the date that Coursera gives "super administrator" access to Organization, which shall give Organization the ability to invite Users to access Content Services. The License Start Date shall be evidenced by an e-mail notification to Organization. The Term shall begin as soon as Organization's super administrator has access to the ability to send invitations to Users. If this Order Form is executed after the earliest Start Date listed above, Coursera may adjust the Start Date(s) and End Date(s), without increasing the total price or altering the term length, based on the date Coursera provides super administrator access to the Organization.
3. Private Authoring. Coursera shall provide private authoring tools and hosting in accordance with the terms set forth in "Exhibit – Authoring Tools Addendum" attached herein.

[remainder of page intentionally blank]

This Coursera Order Form ("**Order Form**") is entered into as of the last signature date below (the "**Effective Date**") between Coursera, Inc., with a place of business at 381 E. Evelyn Ave., Mountain View, CA 94041 ("**Coursera**"), and the entity listed above ("**Organization**"). This Order Form includes and incorporates the details above, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

COURSERA, INC.

By: 
1A8C1BD26097455...
Name: Zachary J Rule
Title: VP Enterprise
Date: 12/15/2022

DocuSigned by:

66C9D563C7744FA...

University of Szeged

By: 
Name: PROF. DR. LAJOS DOVÓ
Title: RECTOR *
Date: 12.30.2022.

By: 
Name: DR. JUDIT FENDLER
TITLE: CHANCELLOR

TERMS AND CONDITIONS

1. **Obligations.**

- a. As of the License Start Date (as defined herein and as further detailed in the attached Statement of Work), Coursera grants to Organization and its users ("Users") a non-exclusive, non-transferable, revocable right to access and use the User Services and Content Services (collectively, "Services") subject to the terms and conditions set forth in this Order Form. It is intended that Users are registered students and/or faculty members of Organization. "User Services" means (i) customized landing page featuring the Organization logo and selected courses, (ii) User engagement reports, (iii) payment solution(s) that allow Users to seamlessly access premium course experiences and skip checkout, and (iv) enterprise-level User support. "Content Services" means access to Coursera's Course and/or Specialization certificate service, including access to Course assessments and grades, for certain massive online open content offerings to be mutually agreed upon in writing by Coursera and Organization. "Courses" or "Specializations" means courses and specializations from the world's top universities and instructors, for consumption via the proprietary platform developed by Coursera ("Platform"). "User License" means the right for a single User to access the Content Services for an unlimited number of Enrollments. "Enrollment" means registration to participate in a single Course, and such Enrollment shall be deemed used once a User registers for a Course and does not either (i) manually opt out or (ii) automatically unenrolled due to low activity, in both cases during the trial period. If a Course or Specialization becomes unavailable prior to the end of the Term, Coursera may replace such Course or Specialization with a reasonable alternative Course or Specialization. The Courses and Specializations offered in the Coursera for Campus catalogue are determined by such factors as availability, pricing, and/or other restrictions. As of the date hereof, Stanford and the University of Pennsylvania are not available to Organization through Coursera for Campus. "LMS Integration" shall mean that Coursera will configure the Coursera for Campus API's data exchange to the specifications for Organization's learning management system ("LMS") to enable the LMS to sync with the Coursera for Campus APIs. "LMS Maintenance" for such LMS Integration shall include addressing defects and apparent bugs, release management, and guidance in setup and administration. Maintenance shall not include integration with a different LMS provider or additional development work that may be required as a result of Organization's LMS customization or a significant LMS version release. The Parties will mutually agree on the scope of ongoing LMS maintenance. Organization shall reasonably and timely provide Coursera with all requested materials, APIs, systems information, and any other cooperation necessary to allow the LMS Integration to be implemented (including testing and debugging).
- b. If Organization has opted to (1) create a learning plan for its users or (2) implement Single Sign-On ("SSO"), Organization shall reasonably and timely provide Coursera with all requested materials, APIs, systems information, Course and/or Specialization choices, and any other cooperation necessary to allow the Platform to be implemented (including testing and debugging) on or before the License Start Date. If no learning plan is chosen, Organization's unrestricted access to Coursera's full catalogue shall include Courses and Specializations available to Coursera for Campus (excluding any content for which creators have opted out of the Coursera for Campus catalogue, and industry and credit-eligible and/or credit-bearing university certificate programs).
- c. Organization will collaborate with Coursera to jointly market and promote the relationship contemplated by this Order Form as well as the value of Coursera services to Organization. Coursera may, in accordance with Organization's branding guidelines, use Organization's name and logo(s) to list Organization as a customer and create mutually acceptable case studies highlighting the relationship of the Parties. Coursera may identify Organization and provide the number of participating Organization Users to the creators and instructors of Courses and/or Specializations ("Course Creators") accessed by Organization's Users. Organization may, in accordance with Coursera's branding guidelines (found here <https://about.coursera.org/brand-guide>), use Coursera's name and logo(s) to promote this Order Form to their Users and on Organization's campus, provided that Coursera reserves the right to withdraw such permission in Coursera's sole discretion and request removal of Coursera's branding features (including any and all logos) immediately upon request and in no case later than two (2) business days. In addition, the Parties may, subject to mutual agreement as to the specific content, issue joint publicity materials, including, but not limited to, press releases. Other than as set forth herein, neither Party will, without the prior written approval of the other Party, issue any public statements or promotional materials disclosing the existence of this Order Form or the performance of Services hereunder. Without limitation of the foregoing, Organization shall not engage in any misleading communications that might state or imply that any Course Creators endorse, support, or have partnered with

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

- d. The Parties will cooperate to ensure each User's compliance with Coursera's user policies. Each party will respect the confidentiality and privacy of such User data and operate in accordance with applicable law with respect to its use and handling of same. The data protection terms located at the following link shall be incorporated into this Order Form: <https://www.coursera.org/about/privacy/data-protection-addendum>.
 - e. The rights set out in Section 1(a) do not include the right to, and Organization will not (either directly or indirectly): (i) copy, sublicense, rent, lease, barter, swap, resell, or commercialize the Platform, Courses, or Specializations, in whole or in part; (ii) transfer, transmit, enable, or allow access to or use of the Platform, Courses, or Specializations, whether in whole or in part, by any means, to a third party; (iii) create external derivative works of the Platform, Courses, or Specializations; (iv) use the Platform, Courses, or Specializations in any manner that is fraudulent, deceptive, threatening, harassing, defamatory, unlawful, illegal, obscene, or otherwise objectionable in Coursera's reasonable discretion; (v) "crawl," "scrape," "spider," or otherwise copy or store any portion of the Platform, Courses, or Specializations for any purpose not contemplated under this Order Form (e.g., in order to mimic the functionality and/or output of the Platform, Courses, or Specializations, in whole or in part); (vi) disassemble, reverse engineer, decompile, or otherwise attempt to obtain the source code or underlying logic of any portion of the Platform, Courses, or Specializations; (vii) use the Platform, Courses, or Specializations as part of any machine learning or similar algorithmic activity; or (viii) publish or distribute the Platform, Courses, or Specializations, or materials derived from the Platform, Courses, or Specializations, to third parties.
2. **Intellectual Property.** Coursera retains all rights, titles, and interests in and to the Platform, Courses, and Specializations and improvements thereto, together with any tools, materials, specifications, guidelines, and instructions provided by Coursera to Organization, as well as all intellectual property rights, including all copyrights, trademarks, patents, rights in databases, goodwill, trade secrets, and moral rights. Organization will not remove, obscure, or alter any copyright or trademark notices or other notices provided in or through the Platform, Courses, or Specializations. Any rights not expressly granted to Organization in this Order Form are reserved by Coursera.
3. **Fees and Billing.** Coursera will invoice Organization for the Fees set forth herein as per the Invoice Schedule. Organization will pay the invoice on the payment terms set forth in this Order Form. All Fees hereunder are non-cancelable and non-refundable upon the execution of this Order Form, or the issuance of any invoice by Coursera.
4. **Taxes.**
- a. Organization will be responsible for the payment of all taxes, including but not limited to sales, use, value added, excise, goods and services, gross receipts, services, consumption, and other similar taxes (collectively "Taxes") however designated that are properly levied or imposed on it by any taxing authority by reason of the transactions under this Order Form (other than for taxes based on Coursera's income). If a Party is required to pay any Taxes for which the other Party is responsible, then the Taxes including any interest and penalty will be billed to and paid by such other Party.
 - b. For the avoidance of doubt, only withholding tax obligations of Organization required by a valid applicable regulation, if any, may be deducted from the amount payable to Coursera by Organization. To the extent the Organization is required by applicable law to withhold taxes or other amounts ("Withholding Taxes") from the amount payable to Coursera, Organization shall notify Coursera within 30 business days of effective date of this agreement and assist Coursera in obtaining the benefits of any reduced Withholding Taxes under any applicable income tax treaty or otherwise reasonably cooperate with Coursera to eliminate or minimize any applicable Withholding Taxes for such payments. Coursera shall expend its best efforts in timely providing Organization with valid and official documentation issued by the relevant taxing authority for a lower rate of Withholding Taxes to be applied on that payment (e.g., letter of US tax residency certificate, Form 6166), and Organization shall apply such lower rate. If Organization is required by applicable law to deduct Withholding Taxes from amounts payable to Coursera under this Agreement, Organization will remit, and provide Coursera with evidence that Organization has remitted, the Withholding Taxes to the appropriate taxing authority. If requested, Organization will provide Coursera with a valid withholding tax certificate and proof of payment to the applicable tax authority, within 30 days of the date of request or, where applicable, within 30 days of the date that such

evidence is required to be completed and filed with the applicable tax authority. If Organization is claiming tax exempt status, Organization shall provide sufficient evidence of tax exemption status from applicable state, federal, and local taxes. In the event of any assessment by a taxing authority, both Parties agree to cooperate with each other to resolve issues in order to minimize such assessment.

5. **Term.** The term of this Order Form shall commence on the Effective Date and shall continue in full force and effect for the agreed upon period from the License Start Date, unless terminated in accordance with Section 6 (Termination) (the "**Term**"). Upon expiration of the Term, access to the Platform will no longer be made available by Coursera under this Order Form (including paid access to uncompleted Courses).

6. **Termination.**

- a. **Termination for Breach.** Either Party may suspend performance or terminate this Order Form if: (i) the other Party is in material breach of the Order Form and fails to cure such breach within thirty (30) days after receipt of written notice; or (ii) the other Party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.

- b. **Effects of Expiration or Termination.** Upon expiration or termination of this Order Form for any reason: (i) all rights granted and obligations incurred by one Party to the other that are intended to cease upon expiration or termination will cease immediately; (ii) upon request each Party will promptly return or destroy all Confidential Information of the other Party; and (iii) all Services shall immediately cease.

7. **Confidential Information.**

- a. **Obligations.** Each Party will: (i) protect the other Party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (ii) not disclose the Confidential Information, except to affiliates, employees, and agents who need to know it and who have agreed in writing to keep it confidential and who are trained and reliable. Each Party (and any affiliates, employees, and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Order Form, while using reasonable care to protect it. Each Party is responsible for any actions of its affiliates, employees, and agents in violation of this section. "**Confidential Information**" means information disclosed by a Party to the other Party under this Order Form that is marked as confidential or would normally be considered confidential under the circumstances.

- b. **Exceptions.** Confidential Information does not include information that: (i) the recipient of the Confidential Information already knew; (ii) becomes public through no fault of the recipient; (iii) was independently developed by the recipient; or (iv) was rightfully given to the recipient by another Party.

- c. **Required Disclosure.** Each Party may disclose the other Party's Confidential Information when required by law and must notify the other party of such disclosure.

8. **Representations and Disclaimers.**

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

- b. **Non-Academic and Academic Credit Use.** Courses under this Order Form shall be used for Organization's standard learning and development training purposes. Such courses are to be used as supplemental materials to in-person instruction. If Organization chooses to assign credit for such content, Organization is solely responsible for ensuring adequate pathways towards degree completion based on content availability. Organization acknowledges that: 1) Coursera and the Course Creators do not represent or warrant that the content meets any accreditation or regulated learning time standards; 2) Coursera and the Course Creators will not be responsible to update Organization on any substantive changes or availability of content; and 3) Coursera and the Course Creators do not guarantee the availability of the content. Both parties shall comply fully with the requirements for the handling of student information and protection of student privacy as set forth in the Family Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 CFR Part 99. Pursuant thereto, the parties will not disclose or use

any student information, except as necessary to carry out their obligations under this Order Form and as permitted by FERPA.

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

9. **Indemnification.**

- a. **By Organization.** Organization will indemnify, defend, and hold harmless Coursera from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) that any Organization brand features or other content used in accordance with this Order Form infringe or misappropriate any intellectual property rights of a third party; or (ii) involving actions by Users and other individuals associated with Organization (e.g., harassment on forums, plagiarism).

- b. **By Coursera.** Coursera will indemnify, defend, and hold harmless Organization from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Coursera's technology used to provide the Platform or any Coursera brand features used in accordance with this Order Form infringe or misappropriate any intellectual property rights of such third party. Notwithstanding the foregoing, in no event shall Coursera have any obligations or liability under this section arising from: (i) use of the Platform or Coursera brand features in a modified form or in combination with materials not furnished by Coursera; or (ii) any content, information, or data provided by Organization, Users, or other third parties.

- c. **General.** The Party seeking indemnification will promptly notify the other Party of the claim and cooperate with the other Party in defending the claim. The indemnifying Party has full control and authority over the defense, except that: (i) any settlement requiring the Party seeking indemnification to admit liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed; and (ii) the other Party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

10. **Limitation of Liability.**

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

- b. **Limitation on Amount of Liability.** NEITHER PARTY MAY BE HELD LIABLE UNDER THIS ORDER FORM FOR MORE THAN THE AMOUNT PAID OR PAYABLE BY ORGANIZATION TO COURSERA FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM ALLEGING LIABILITY UNDER THIS SECTION IS RAISED BY EITHER PARTY.

- c. **Exceptions to Limitations.** These limitations of liability do not apply to Organization's payment obligations, breaches of confidentiality obligations, violations of a Party's intellectual property rights by the other Party, or indemnification obligations.

11. **Miscellaneous.**

- a. **Notices.** All notices must be in writing and addressed to the attention of the other Party's legal department. The contact for Coursera shall be: 381 E Evelyn Ave., Mountain View, CA 94041 Attn: Legal. The address for Organization shall be either Organization's billing information in the Order Form or another address provided by written notice stating the party's intention to change the notice address. Notice will be deemed given: (i) when verified by written receipt if sent by personal or overnight courier, when received if sent by mail without verification of receipt, or within five business days of posting if sent by registered or certified post; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or by email to the fax number or email address, as applicable, explicitly provided by one Party to the other Party for this purpose, provided that if a notice is sent by email to Coursera, a copy must also be sent to legal-notices@coursera.org.

- b. **Assignment.** Neither Party may assign or transfer any part of this Order Form without the written consent of the other Party, except to an affiliate,

but only if: (a) the assignee agrees in writing to be bound by the terms of this Order Form; and (b) the assigning Party remains liable for obligations incurred under the Order Form prior to the assignment. Any other attempt to transfer or assign is void.

- c. Force Majeure. Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control.
- d. No Waiver. Failure to enforce any provision of this Order Form will not constitute a waiver.
- e. Severability. If any provision of this Order Form is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose, and the remainder of this Order Form will continue in full force and effect.
- f. No Agency. The parties are independent contractors, and this Order Form does not create an agency, partnership, or joint venture.
- g. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Order Form.
- h. Equitable Relief. Nothing in this Order Form will limit either Party's ability to seek equitable relief.
- i. Governing Law. This Order Form is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE

RELATING TO THIS ORDER FORM, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

- j. Amendments. Any amendment must be in writing and expressly state that it is amending this Order Form. The enforceability, terms and conditions of this Agreement shall not be affected, amended or superseded by the issuance or acceptance of a purchase order delivered for the Services that are the subject of this Agreement. Any terms and conditions attached to a purchase order subsequently exchanged between the Parties for the Services shall have no effect.
- k. Survival. Those provisions that by their nature should survive termination of this Order Form, will survive termination of this Order Form.
- l. Entire Order Form. This Order Form, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Order Form are hereby incorporated by this reference.
- m. Counterparts. The parties may enter into this Order Form in counterparts, including facsimile, PDF, or other electronic copies, which taken together will constitute one instrument.

[The remainder of this column left intentionally blank.]

**Statement of Work
Implementation Workflow & License Start Date**

IMPORTANT: The License Start Date listed in the Order Form will be strictly adhered to.

This document provides the expectations and requirements in order to assist the parties in properly preparing for the License Start Date.

On the License Start Date, Coursera shall have:

- i. At least set up Organization's Coursera portal; and
- ii. At least set up 1 learning program with access to Coursera content.

Between the Effective Date and License Start Date, in order to ready Organization's Coursera platform, Organization shall:

- i. Provide Coursera with sufficient access to their:
 - a. **Executive Sponsor** to act as a point of escalation;
 - b. **Business Owner** responsible for all commercial conversations;
 - c. **Technical Lead** for technical assistance during implementation; and
 - d. **Project Manager** to deliver all relevant information to Coursera; and
 - e. **Academic Head (Dean of Academics / HODs)** to finalize academic integration use case during implementation (Coursera for Campus customers only)
- ii. Provide Coursera with reasonable assistance, cooperation, information and data necessary to ready Organization's Coursera portal and typically including:
 - a. At least the number of learner emails to match the number of licences purchased or details of email domains to be pre-approved for access;
 - b. Information on the courses to be configured in Organization's learning programme(s);
 - c. Engagement from the people aligned to the Organization's roles listed above, as well as the first name, last name, and email address of the administrator, to ensure the timely completion of required actions from both parties; and
 - d. Other information pertinent to the successful configuration and launch of Organization's Coursera portal.

Please note that if Organization does not provide the access and assistance listed above, Organization's Coursera portal may use a standard configuration and the License Start Date shall not change.

EXHIBIT - AUTHORIZING TOOLS ADDENDUM

The following terms and conditions shall apply to Organization and its Users' use of Authoring Tools, as defined below, made available by Coursera and Authored Content, as defined below.

Organization acknowledges and agrees that: (1) the Authoring Tools are in beta version; and (2) Coursera provides the Private Authoring Tools "as is" and subject to the disclaimers and other restrictions described herein. If Authoring Tools are not enabled for the Organization, these terms will not apply.

1. **Definitions.**

- 1.1. *Author* means the individual or individuals to whom the Organization provides access to the Authoring Tools.
- 1.2. *Authored Content* means private assessments, lessons, courses, Coursera Labs including Guided Projects (previously called Rhyme projects), or other content types (as applicable) created using the Authoring Tools.
- 1.3. *Authoring Tools* means the features and functionality made available by Coursera to produce content. For the sake of clarity, Coursera may develop and make available to Organization, upon Organization's request, certain additional features and functionality that may be utilized in connection with the Authoring Tools, for example, integration with Turnitin (such features and functionality to be considered "Premium Tools"). If any such Premium Tools are made available to Organization as set forth above, Coursera reserves the right to charge for the use of such Premium Tools, and such Premium Tools shall be governed by a separate Coursera Order Form and accompanying terms and conditions.
- 1.4. *Guided Projects (previously called Rhyme Projects)* means a type of learning project hosted on the Coursera Platform incorporating hands-on follow-along learner functionality paired with simultaneous video instruction.

2. **Conditions on Organization and its Users' Use of Authoring Tools:**

- 2.1. **Authoring Tools.** As of the Effective Date, Authoring Tools shall be considered part of the Services referenced in Organization's Coursera Order Form(s), provided however, Coursera reserves the right in its absolute discretion to suspend or deprecate any portion or all of the Authoring Tools for any or no reason, including but not limited to discovered defects, lack of ability to provide service support, etc..
- 2.2. **Authors.** Organization shall ensure that Organization designate only authorized "administrators" as Authors. Coursera reserves the right to limit the number of Authors designated by Organization.
- 2.3. **Private Usage on the Coursera Platform.** Authoring Tools shall be used solely to create Authored Content for use by Organization's Users on the Coursera Platform via private sessions, within a curated Coursera for Campus offering under the Agreement, or other private modes made available by Coursera. Authoring Tools shall be used solely on the Coursera Platform and solely to create Authored Content. Authored Content may not be delivered and used by or for Organization except on the Coursera Platform as permitted by these terms and conditions.
- 2.4. **Usage of Courses and Specializations.** Organization is prohibited from:
 - 2.4.1. Copying, modifying, or creating derivative works of such Courses and Specializations;

- 2.4.2. Engaging in any misleading communications or usage of such Courses or Specialization that might state or imply that the creators of such Courses or Specializations ("**Course Creators**") endorse, support, or have partnered with Organization, or are awarding credit from the Course Creator for a User's Completion of the relevant Course or Specialization; or
- 2.5. **Users.** Organization is permitted to make Authored Content available only to individuals with whom it has an existing relationship (e.g., its Users). Organization is prohibited from making Authored Content available to the general public.
 - 2.5.1. **Enrollment Restrictions.** As of the Effective Date, Coursera permits all internal Users of the Organization to access the Organization's Authored Content and limits external Users to a maximum of 10X the number of paid User Licenses purchased by Organization.
 - 2.5.2. **Users Support.** Notwithstanding anything in the Coursera Order Form to the contrary, Organization is solely responsible for addressing and resolving User questions or complaints relating to Authored Content. Coursera may provide, at its sole discretion, technical support to Authors and Users that submit support requests through Coursera-designated channels.
- 2.6. **Access Removal.** Coursera may without notice remove or suspend access to the Authoring Tools or Authored Content by Authors and/or Users based on Coursera's reasonable determination that continued access to such Authoring Tools or Authored Content poses a security, legal or reputational risk to Coursera or the Coursera platform or use of such Authoring Tools or Authored Content is inconsistent with the terms and conditions herein or other policies or terms of Coursera (including Coursera's Terms of Use and Privacy Notice).
- 2.7. **User Fees.** Organization is prohibited from charging Authors or Users fees for use of Authoring Tools and/or enrollment or completion of Authored Content.
- 2.8. **Accreditation and Regulatory Approval.** Organization is responsible for ensuring that its use of Authored Content complies with any applicable regulations and accreditation standards related to Organization's offering educational content to its Users.
- 3. **Authored Content Errors.** **Organization is solely responsible for the accuracy and quality of its Authored Content.** Organization agrees that it will correct any errors in Authored Content within fifteen (15) days of being made aware of the error(s).
- 4. **Authored Content Appropriateness and Removal.**
 - 4.1. Coursera reserves the right to remove Authored Content from its Platform that:
 - 4.1.1. is of low technical quality or otherwise fails to meet the high educational standards consistent with the content available on the Coursera Platform;
 - 4.1.2. constitutes inappropriate advertising content (as opposed to content with a direct pedagogical / training / educational purpose); or
 - 4.1.3. Coursera reasonably determines may violate applicable law or may infringe a third party's intellectual property.
- 5. **Author Consent and Required Releases.**
 - 5.1. Before uploading Authored Content to the Platform, or allowing its Authors to do so, Organization will ensure that it has obtained any necessary licenses and rights to the Authored Content in order to permit Organization to grant to Coursera the License to Authored Content described in the License Grants section below and to provide Authored Content consistent with Organization's commitments herein, as well as the following commitments, permissions and releases of liability from the Author:
 - 5.1.1. the absolute right and permission to use, publicly broadcast, distribute, reproduce

and digitize any Authored Content as contemplate herein;

5.1.2. the right to use Author's name, voice, image or likeness (whether still, photograph or video) and any Authored Content they provide in connection with provision of the Authored Content on the Coursera Platform;

5.1.3. Author's release, discharge, promise not to sue, and hold harmless Coursera and its affiliates, successors and assigns from and against any and all claims, demands and/or causes of action arising out of or in connection with the exercise of any rights herein granted, including, without limitation, any claim for infringement, right of publicity, libel, slander, defamation, moral rights, invasion of privacy or violation of any other rights relating to any Authored Content provided by such Author; and

5.1.4. the right to grant any or all of the foregoing rights and permissions to Coursera for the duration such Authored Content is offered through Coursera's platform.

5.2. As between Organization and Coursera, Organization will be solely responsible for reviewing and obtaining any necessary licenses, commitments, permissions and releases of liability described in this Section. Organization hereby accepts full liability for any failure to obtain such licenses, commitments, permissions and releases of liability required to make Authored Content available on Coursera's platform.

6. Content Rights.

6.1. Authored Content. As between the Parties, Organization retains all rights in the Authored Content (except for the license rights granted in these terms and conditions).

6.2. User Content. The Parties acknowledge that each User retains all rights in content created by the User as part of a Course or Authored Content, such as submitted homework, forum posts, and the like ("**User Content**") in accordance with Coursera's Terms of Use applicable to Users (which may be amended from time to time). Accordingly, User Content may only be used with the appropriate User consent, which may be stipulated in advance by Organization at the time the User begins a Course or Authored Content.

6.3. No Other Restrictions. Nothing in these terms and conditions restricts Coursera from using content that is not Organization Authored Content. These terms and conditions do not limit the rights and permissible uses that either party would have independent of this terms and conditions, including rights under the U.S. Copyright Act or other applicable intellectual property laws.

7. License Grants.

7.1. Content Licenses.

7.1.1. License to Authored Content. Organization grants to Coursera a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Authored Content on Coursera Properties to deliver Authored Content to Organization's Users.

7.1.2. License to User Content and Course Enhancements. Coursera grants to Organization a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use User Content and Course Enhancements on the Platform. Organization may obtain additional licenses to User Content if it obtains User consent.

7.2. Platform License. Subject to these terms and conditions, Organization and its Authors will have the right to access and use the Platform for purposes of utilizing the Authoring Tools, uploading and managing Organization Authored Content.

7.3. Marks Usage License for Authored Content. Each Party grants the other a non-exclusive, non-assignable, limited, worldwide license (without right to sublicense) to use

its name, brand name, service marks and logos (the "**Marks**") solely in connection with the offering of Authored Content, and if applicable, on the certificates issued to Users who successfully complete a Course (or bundled Course offering).

- 7.4. **Grant of Completion Certificates.** The Parties agree that in connection with the licenses granted in this Section 7, Coursera may, in cooperation with Organization, issue certificates to Users who have completed a Guided Project. The certificates may include Coursera and/or Organization's logo(s) and wording substantially similar to the following, or other language as may be approved in advance by the Parties:

[Name of User] has successfully completed the course, [Course Name], an online, [Guided Project] authorized by XXX (Organization Name) and offered through Coursera.

- 7.5. **No Implied Licenses.** Except as otherwise expressly granted in these terms and conditions, no license or other rights under a Party's intellectual property rights is granted to the other Party, by implication, estoppel or otherwise.

8. **Accessibility for Users with Disabilities.**

- 8.1. **Coursera Responsibilities.** Coursera will use commercially reasonable efforts to ensure that the Coursera Platform will comply with the Web Content Accessibility Guidelines 2.1 "AA" standards or the latest reasonable commercial standard. Content Provider will provide assistance to Coursera as reasonably necessary for Coursera to fulfill its obligations under this section.

- 8.2. **Organization Responsibilities.** Accessibility of the Authored Content is the sole responsibility of Organization. Organization acknowledges and agrees that all Authored Content, including plug ins, videos, or any services or materials provided or authorized by Content Provider as part of the Authored Content will comply with the Web Content Accessibility Guidelines 2.1 "AA" standards, or the latest reasonable commercial standard. Organization is responsible for complying with applicable laws and regulations with respect to Authored Content -based accommodations for Users with disabilities.

9. **Representations.**

- 9.1. Organization further represents and warrants to Coursera that use of the Authored Content on the Platform will not infringe the intellectual property rights of a third party.
- 9.2. Coursera further represents and warrants to Organization that, to its knowledge, use of the Platform by Organization or Authors will not infringe the intellectual property rights of a third party.

10. **Indemnification.** Organization will indemnify, defend, and hold harmless Coursera from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) that any Organization brand features or other content used in accordance with these terms and conditions infringe or misappropriate any intellectual property rights of a third party; (ii) relating to Organization or its Authors or Users use of Authoring Tools or any Authored Content or its use by Users; or (iii) Organization's breach of the terms herein, including Organization's failure to ensure Authored Content is consistent with the standards described in the Accessibility for Users with Disabilities section herein.

11. **Termination.**

- 11.1. **Termination due to Coursera for Campus Order Form Termination.** If Organization's Order Form(s) providing access to the Coursera for Campus catalog terminate or expire, these terms and conditions, and Organization's access to the

Authoring Tools and permission to deliver Authored Content to its Users shall terminate simultaneously and automatically.

- 11.2. **Termination without Cause.** Either Party may terminate these terms and conditions upon providing at least 30 days' prior written notice of such termination to the other Party (without effect to any other part of the Agreement).

- 11.3. **Consequences of Termination.**

11.3.1. Termination of these terms and conditions for any reason does not relieve either Party of its obligation to pay any amounts owed to the other Party that became due prior to such termination.

11.3.2. Upon any termination of these terms and conditions, each Party will promptly return all Confidential Information (other than these terms and conditions) of the other Party in its possession or control.

11.3.3. Upon termination, Organization may download its Authored Content from the Platform to the extent technically feasible. For Authored Content such as Guided Projects, Organization will be able to download videos and transcripts of the Guided Projects, but shall not be able to or permitted to access and download keystream data.

12. Publicity activity.

12.1.1. In exchange for early access to the beta version of the Authoring Tools, Organization shall cooperate in good faith with Coursera to engage in appropriate publicity activity relating to the Authoring Tools, such as (without limitation) participation in a case study, providing a quote or use on Coursera's website or press release, and agreeing to act as a customer reference.