

## ADVOCATE AGREEMENT

This Advocate Agreement (the “Agreement”) is entered into as of 12 / 15 / 2020 (“Effective Date”) by and between Khan Academy, Inc., a California not-for-profit corporation with an address at P.O. Box 1630, Mountain View CA 94042 (“Khan Academy”), and (*check one*):

<sup>CV</sup> \_\_\_\_\_, an individual and a resident of \_\_\_\_\_  
 (“Individual”)

Or \_\_\_\_\_ (*country of residence*)

OZ V.I.A.C. \_\_\_\_\_, a legal entity with an address at  
Ústie nad Priehradou 41, 028 01 Trstená, Slovakia (“Organization”) (either, an “Advocate”).

All references to Advocate refer to the Advocate identified above and, if Advocate is an individual under the age of 18, his or her parent or guardian, who is consenting to this Agreement and acting as a guarantor.

Advocate is either (i) an individual or (ii) a non-profit, nongovernmental or other entity, in each case, working to promote access to educational materials and programs in a specific geographic region or language;

Khan Academy is a 501(c)(3) non-profit organization that develops and distributes educational materials and programs online free of charge;

As part of its mission to provide a free, world-class education for anyone, anywhere, Khan Academy works with individuals, non-profits, nongovernmental and other entities (the “International Community”) to make its content accessible to learners in multiple languages and ensure that it is understandable and relevant to learners and teachers anywhere;

Advocate wishes to be a team leader and facilitate and ensure the quality and effectiveness of translations and localization of Khan Academy’s educational materials into slovak language (the “Target Language”); and

Advocate agrees to assign ownership of the translated or localized materials to Khan Academy to support Khan Academy’s mission to provide a free, world-class education for anyone, anywhere.

For the consideration described above, the mutual obligations in this Agreement, and other good and valuable consideration, which Khan Academy and Advocate acknowledge is sufficient, the parties agree as follows:

1. **Definitions.** In this Agreement, we use these terms as shorthand for the meanings described next to them.
  - a. “Academic Content” means video lessons and related multi-media materials—including academic exercises, articles, computer programs, quizzes and games—authored or licensed by Khan Academy that appear on the Khan Academy Properties but only to the extent that these materials are made available on the Khan Academy Properties under the CC License.

- b. “CC License” means the Creative Commons BY-NC-SA License (currently available at: <http://creativecommons.org/licenses/by-nc-sa/3.0/legalcode>).
- c. “Content Mapping” means inclusion of references to local curricular standards, mapping Academic Content to local curricular standards and/or re-arranging the order of specific items of Academic Content to present concepts in the order typically taught in the relevant educational system (typically a national curriculum).
- d. “Contributed Translations” means Translated Academic Content and Translated Non-Academic Content.
- e. “Khan Academy Properties” means the official Khan Academy websites (such as [www.khanacademy.org](http://www.khanacademy.org)) and Khan Academy YouTube channels (such as <http://www.youtube.com/user/khanacademy>).
- f. “Localize or Localization” means the process of making minor adjustments or adaptations to content as needed in order to make the content understandable and relevant in the local geographic or cultural context (and without other substantive change to the content). This may include, for example, changing units of measurement from imperial to metric measures (e.g., changing pounds to kilos), or changing the name of unfamiliar objects to familiar ones (e.g. changing a reference to an unknown food /animal / sport to a familiar one), but does not include substantive changes to the content or materials. Localization also includes Content Mapping.
- g. “Non-Academic Content” means content other than Academic Content (such as marketing content) that Khan Academy grants Advocate written permission to translate and/or localize.
- h. “Third Party Content” means Academic Content licensed by Khan Academy from third parties that appear on the Khan Academy Properties (for example, content licensed to Khan Academy from museums, libraries, universities or other parties).
- i. “Translated Academic Content” means Academic Content that is subtitled, voiced over, translated or otherwise Localized into the Target Language by Advocate or Translators.
- j. “Translated Non-Academic Content” means Non-Academic Content that is subtitled, voiced over, translated or otherwise Localized in the Target Language by Advocate or Translators. Translated Non-Academic content also includes information relating to local curricular standards included as part of Content Mapping.
- k. “Translator” means a third party from whom Advocate procures translations or similar Localization services (whether on a paid or volunteer basis; whether in

text, audio, video or other medium; and including ancillary services such as proofreading).

## 2. Advocate Responsibilities.

- a. Team Leader. Advocate agrees it will serve in the role of team leader for the Target Language and perform the functions described for an advocate at <https://khanacademy.zendesk.com/hc/en-us/articles/226319087-New-advocates-an-overview-of-the-role-of-advocate>, as amended from time to time. As team leader for the Target Language, Advocate will translate, or procure the translation and permitted Localization of, Academic Content and Non-Academic Content into the Target Language, review and approve the Contributed Translations, and, upon Khan Academy's request, upload the Contributed Translations and a map of such Contributed Translations' YouTube codes to <https://www.khanacademy.org/translations>.
- b. Community Guidelines. Advocate agrees to comply with the Khan Academy International Community Participation Guidelines in **Exhibit A**, and will ensure that any Translators do so as well.
- c. Integrity of the Contributed Translations. As a team leader, Advocate is responsible for the accuracy and integrity of the Contributed Translations. Advocate represents and warrants that (a) the Contributed Translations are and will be the independent, original work of Advocate or Translators and not copied from any source, (b) Advocate has obtained or will obtain full rights to the Contributed Translations from Translators of the Contributed Translations and any other third parties (including Advocate employees and contractors) as required to be legally entitled to grant the rights in Section 5 of this Agreement, and (c) the Contributed Translations (excluding the underlying Academic Content and/or Non-Academic Content used in the Contributed Translations) and the assignment in Section 5 of this Agreement does not and will not violate any law, breach of any contract, or infringe upon the rights of any person or entity, including any Translator.
- d. Costs and Expenses. Khan Academy and Advocate will each be responsible for its own costs and expenses and has no obligation to pay the other party under this Agreement.
- e. Translators. If Advocate is an Organization, it acknowledges that it is responsible for compliance with this Agreement by its Translators (including Advocate employees and contractors).

## 3. Contributed Translations.

- a. Translation and Localization of Khan Academy Content. Advocate is only authorized to create or facilitate the creation of translations or Localizations of (1) Khan Academy Academic Content that is made available under the CC License and (2) Non-Academic Content that Khan Academy expressly approves

for translation or Localization in writing. Advocate may not create or facilitate the translation or Localization of any other Khan Academy content or materials, regardless of whether it is publicly available. Advocates are encouraged to raise any questions about the scope of their authorization with Khan Academy representatives by sending a request for clarification as provided under Section 3.d, below.

- b. Translation and Localization of Third Party Content. Advocate is only authorized to create or facilitate the creation of translations or Localizations of any Third Party Content that Khan Academy expressly approves for translation or Localization in writing. Advocate will abide by any restrictions on permitted translation or Localization of Third Party Content.
- c. Requirements for Translations. Advocate will follow Khan Academy's localization guidelines and instructions in preparing Translations. Advocate will ensure that the Contributed Translations do not contain any digital rights management technology or any other similar restrictions on distribution or use. The title of the Contributed Translations posted on YouTube will be in the Target Language, and the original title of the Contributed Translations (in English) and its URL on [www.khanacademy.org](http://www.khanacademy.org) will be included in the video description. Upon Khan Academy's request, Advocate will provide subtitles of Contributed Translations in SRT format (or other format mutually agreed by the parties) and high definition copies of the Contributed Translations.
- d. Consent For Non-Standard Modification or Use. In cases where the Advocate desires to make substantive changes to Academic Content or Non-Academic Content, or use the Contributed Translations in a manner not explicitly permitted by this Agreement, the Advocate may submit a written request for authorization and/or clarification of the proposed change or use. Written requests may be made by letter, by email, or by submission to an official forum/online platform for Advocate community communications, addressed to authorized Khan Academy personnel.

**4. License Grants to Advocate.** Khan Academy may make the Contributed Translations available on the Khan Academy Properties or otherwise, under any license terms of its choosing, including the CC License. Khan Academy will acknowledge Advocate's participation in the creation of the Translated Academic Content in accordance with **Exhibit B**. If Khan Academy makes Contributed Translations available on the Khan Academy Properties:

- a. Translated Academic Content. Advocate may use the Translated Academic Content solely in accordance with and as fully permitted under the CC License and under the terms of the Agreement. For the avoidance of doubt, Advocate may not charge a fee for access to, or otherwise commercialize or monetize, the Translated Academic Content.
- b. For Translated Non-Academic Content. Advocate may use the Translated Non-Academic Content solely in accordance with the following conditions: (1)

Translated Non-Academic Content must be submitted to Khan Academy for written approval prior to any posting, publication or display by Advocate; (2) approved Translated Non-Academic Content may be posted, published or displayed on Advocate's websites and social media pages so long as the website or social media page has been approved in writing by Khan Academy; (3) Advocate will not alter or adapt any Non-Academic Content to remove or add any trademarks, service marks, trade names or logos of Khan Academy, Advocate or any third party; (4) Advocate will not display the Translated Non-Academic Content in such a manner, or take any other action, that may confuse the public by indicating that Advocate is an official sponsor or author of the Non-Academic Content or Translated Non-Academic Content; and (5) Khan Academy does not grant permission for inclusion of a credit sequence in any Translated Non Academic Content.

## 5. Copyright Ownership.

- a. Khan Academy Owns the Translations. Advocate agrees that Khan Academy (or a party providing content to Khan Academy under the terms of a license), and not Advocate or other Translators, will own the intellectual property rights to the Contributed Translations. Therefore, Advocate agrees to assign, and by entering into this Agreement hereby does irrevocably assign to Khan Academy (or its designee), all worldwide intellectual property rights, including copyrights and similar rights under the laws of any jurisdiction, in the Contributed Translations for the full duration of those rights and for any renewals or extensions of those rights.
- b. "Moral Rights" Don't Apply. If any so-called "moral rights" (which are personal rights that connect the creator of a work to their work and vary from country to country) apply to the Contributed Translations and cannot be assigned to Khan Academy (or its designee), Advocate agrees to waive and does hereby waive enforcement worldwide of such rights against Khan Academy and all licensees of the Contributed Translations, and its and their officers, directors, shareholders, agents, successors, assigns, licensees and employees.
- c. Back-Up License. If intellectual property rights to the Contributed Translations cannot be assigned or waived as described above, Advocate hereby grants and agrees to grant to Khan Academy (or its designee), a non-exclusive, perpetual, irrevocable, transferable, fully paid-up, royalty free, worldwide license, including rights to sublicense and authorize sublicenses through multiple tiers, to fully exercise those rights.
- d. Signing of Other Requested Documents. Advocate will, at Khan Academy's request, sign such documents, and require Translators to sign such documents, as may be requested by Khan Academy to confirm the assignments, waivers and licenses in this Section 5. If required to enforce Khan Academy's rights to the intellectual property rights to the Contributed Translations provided in this Section 5, and solely for that purpose, Advocate irrevocably designates and

appoints Khan Academy as Advocate's agent and attorney-in-fact (which will be deemed paired with a sufficient interest) to act for and on behalf of Advocate to execute and file any documents and do all other lawfully permitted acts to secure Khan Academy's rights to the intellectual property rights to the Contributed Translations provided in this Section 5 with the same legal force and effect as if executed by Advocate.<sup>1</sup>

- 6. Indemnification.** Advocate agrees to indemnify and hold harmless Khan Academy and its officers, directors, shareholders, agents, licensees and employees from any third party claim arising from Advocate's breach or alleged breach of Advocate's responsibilities set forth in Section 2.
- 7. Disclaimer of Warranties.** THE ACADEMIC CONTENT AND NON-ACADEMIC CONTENT ARE PROVIDED "AS-IS" BY KHAN ACADEMY TO ADVOCATE, WITHOUT WARRANTY OF ANY KIND (EXPRESS, STATUTORY OR IMPLIED) INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. Limitation of Liability.** KHAN ACADEMY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL KHAN ACADEMY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED \$100.
- 9. Usage Data.** Khan Academy may, in its sole discretion, provide Advocate with aggregated, de-identified usage data with respect to use of Contributed Translations ("Data"). The Data is the property of Khan Academy or third parties from whom Khan Academy obtained rights to Data. Advocate agrees to use the Data only for its internal business purposes, and keep the Data confidential and not disclose the Data or any portion of the Data to any third party without Khan Academy's express written permission and then only with respect to the limited set of Data for which the permission is given. Advocate agrees that it will not make any attempt to re-identify any de-identified, anonymous or aggregated Data or permit any party to do so.
- 10. Khan Academy Trademarks.** Advocate acknowledges that Khan Academy is the sole owner of the right, title and interest in the Khan Academy trademarks that may appear in the Academic Content and Non-Academic Content, including KHAN ACADEMY, KHAN ACADEMY Design Logo; LEARNSTORM; YOU ONLY NEED TO KNOW ONE THING; YOU CAN LEARN ANYTHING; YCLA; and YOU CAN LEARN ANYTHING (the "Marks"). Advocate agrees that it will not challenge Khan Academy's ownership of or title to the Marks or challenge the validity of the Marks. Advocate shall not apply to

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<sup>1</sup> *Explanatory note:* An attorney in fact is a person who is authorized to perform business-related transactions on behalf of someone else (otherwise known as an agent). It is not necessarily someone who is authorized to practice law. This language is common in US legal agreements relating to intellectual property rights. Similarly, the phrase "paired with a sufficient interest" is technical legal wording that is for enforcement. The intent, in this context (and the purpose of this clause), is to agree that Khan Academy may ask you to sign documents relating to assignment of intellectual property rights relating to Contributed Translations, and may sign such documents on your behalf.

register the Marks—or any confusingly similar mark—with any trademark office or as a domain name.

**11. Termination.** Either party may terminate this Agreement at any time effective on written notice to the other party. Sections 2.c, 3.c, 4, 5, 6, 7, 8, 9, 10, 13 and 14 will survive.

**12. Independent Relationship.**

- a. The following language will apply if Advocate is an Organization: The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party has any right, power or authority to enter into any agreement on for or behalf of, incur any obligation or liability for, or otherwise bind, the other party, except as provided in Section 5.d) with respect to enforcing Khan Academy's intellectual property rights to Contributed Translations. This Agreement will not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party will bear its own costs and expenses in performing this Agreement and neither party is being compensated monetarily for providing services hereunder.
- b. If Advocate is an Individual, Advocate acknowledges that (1) Advocate is not being compensated monetarily and will not be entitled to any of the benefits that Khan Academy may make available to its employees, and (2) because Advocate is an unpaid independent volunteer, Khan Academy will not make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Advocate's behalf.


**13. Privacy.** Khan Academy will collect and process your personal information in accordance with its Privacy Policy, as amended from time to time and as more fully set out at <https://www.khanacademy.org/about/privacy-policy>. The Advocate consents to the processing of such data. The Advocate will ensure that all personal information provided to Khan Academy is accurate and up to date.

**14. Miscellaneous.** Advocate may not assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of Khan Academy. This Agreement and the rights and licenses granted to Khan Academy under this Agreement are fully assignable by Khan Academy without the consent or notification of Advocate. This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, executors, successors and permitted assigns, as applicable. This Agreement will be governed by the laws of the State of California and the United States of America, without regard to conflicts of law principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and each party hereby consents to the personal jurisdiction and venue of those courts. Any required notices must be given in writing by any customary means with receipt confirmed at the address of the parties as set forth above, or to such other address as a party may substitute by written notice to the other party. This Agreement may be amended only in writing


signed by both parties. If a party waives any breach of this Agreement, the waiver must be in writing and the waiver will not constitute a waiver of any subsequent breach. If a court determines that any provision of this Agreement is invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force. Any legal principle that resolves ambiguities regarding the interpretation of any term of this Agreement against the drafter will not apply.

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

**KHAN ACADEMY, INC.:**

Signature:   
Name: Katherine Morris  
Title: VP, Content & Product Management  
Date: 12 / 16 / 2020

**ADVOCATE:**

Signature:   
Name: Branislav Kozuch  
Title: director  
Date: 12 / 15 / 2020

Required if Advocate is an individual under 18:

**ADVOCATE'S PARENT OR GUARDIAN:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## EXHIBIT A

### **Khan Academy International Community Participation Guidelines**

The mission of Khan Academy is to provide a free, world-class education for anyone, anywhere, and the goal of the Khan Academy language advocate program is to accelerate availability of that education through the efforts of volunteers around the world to localize Khan Academy content and encourage its usage.

The goal of these guidelines is to ensure a welcoming environment where everyone feels comfortable asking questions and learning, raising concerns and providing suggestions for improvement, and where community members can support each other in their localization goals, whether on our forum, in emails, meetings, phone and video calls, or any other community communication venues.

#### **Making Productive Contributions**

If you have information you think would be useful to others please add it in our “Discourse” forum or knowledge base, including sharing links to additional resources that people might find useful.

Before asking a new question, try to browse or search to see if it’s been asked before. If it has, and you still need more information, add your comment/question in the existing thread instead of starting a new one.

Rather than taking an existing topic in a different direction, you can start a new thread about the new topic you want to discuss.

*This community is diverse!* Try to use language that is easy to understand for the variety of people who may be reading, and give as complete an answer as you can to questions that are asked. Don’t assume that everyone shares the same level of experience or technical knowledge, and provide additional answers/resources to those who might need more background.

The forum provides tools that enable the community to collectively identify the best contributions: bookmarks, likes, flags, replies, edits, and so forth. Use these tools to improve your own experience, and everyone else’s, too.

The forum site was designed and is moderated by a combination of language advocates and Khan Academy staff. If you have any further questions about how things should work, open a new topic in the “Forum Feedback” category and let’s discuss! If there’s a critical or urgent issue that can’t be handled by a Forum Feedback topic or flag, please contact us at [i18n\\_support@khanacademy.org](mailto:i18n_support@khanacademy.org).

#### **Be Agreeable, Even When You Disagree**

Even though we’re all here for the same goal of improving access to education around the globe, we won’t always agree on everything. That’s fine. But, remember to critique ideas, not people.

Be respectful of the topics and the people discussing them, even if you disagree with some of what is being said. Try to provide reasoned counter-arguments - they are more likely to convince people and to move the conversation forward productively.

Please:

- Be civil, respect each other, and don't insult anyone.
- Avoid name-calling, personal attacks, or offensive language intended to provoke.
- Be patient: Help new community members get started and make them feel welcome, and remember that you were once new here too!

Remember that we're a very diverse group, with many backgrounds and styles of communicating. Keep the language, links, and images respectful for everyone.

The discussions we have here set the tone for everyone, including future language advocates and translators. Help build the future of this community by engaging in conversations that make the forum an interesting and useful place to be, and avoiding those that don't. *Remember that tone is important and can discourage folks from participating.*

Moderators are ultimately responsible for managing the forum - but so are you. When you see bad behavior, don't reply. Engaging with bad behavior can encourage it, consume your energy, and waste everyone's time. *Just flag it.* If enough members of the community flag a post it will automatically be hidden. Moderators have the ability to remove posts and close commenting on threads, although we take this responsibility seriously. Our preference is to err on the side of productive conversation and allow the community to set the collective standard for communication, but we will step in if necessary.

### **Working towards the same goal**

We are all passionate about education and providing access to learners of many types around the world, and by working together we can reach that goal sooner!

### **Acknowledgement**

I, Branislav Kožuch, acknowledge that I have read the Khan Academy International  
(Name, please print)

Community Participation Guidelines.

*Branislav Kožuch*

\_\_\_\_\_  
Signature

12 / 15 / 2020

Date

## **EXHIBIT B**

### **Acknowledgment of Translated Academic Content**

Advocate may include a credit screen at the end of the videos comprising the Translated Academic Content in strict accordance with the guidelines provided by Khan Academy from time to time, including the following:

Khan Academy will provide an image file that may be used as an end credit screen for translated videos. A few points to note about the credit screen:

1. The credit screen should only appear at the end of the video for three seconds after a half a second fade-in from black.
2. The title of the video should be in the video's description on YouTube and not inside the video. This allows for more flexibility in naming the videos after the video has been produced.

The duration of the videos varies and some can be under five minutes. Since the videos are viewed in a sequential format, it is important to maintain the student's train of thought. This is best achieved with a credit screen at the end.

<b>TITLE</b>	Language Advocate Agreement - Slovak
<b>FILE NAME</b>	Khan Academy - Ad...ent_Draft12.23.19
<b>DOCUMENT ID</b>	f1db5477a945b9e7d841b788cb051a5d0b4cb399
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**12 / 14 / 2020**

13:54:19 UTC-8

Sent for signature to V.I.A.C. - INŠTITÚT PRE PODPORU A ROZVOJ MLÁDEŽE (peter.raso@protonmail.com) and Katherine Morris (katherine@khanacademy.org) from neda@khanacademy.org  
IP: 50.92.189.64



VIEWED

**12 / 14 / 2020**

23:32:07 UTC-8

Viewed by V.I.A.C. - INŠTITÚT PRE PODPORU A ROZVOJ MLÁDEŽE (peter.raso@protonmail.com)  
IP: 95.102.88.93



SIGNED

**12 / 15 / 2020**

03:50:29 UTC-8

Signed by V.I.A.C. - INŠTITÚT PRE PODPORU A ROZVOJ MLÁDEŽE (peter.raso@protonmail.com)  
IP: 46.18.145.223



VIEWED

**12 / 16 / 2020**

09:26:27 UTC-8

Viewed by Katherine Morris (katherine@khanacademy.org)  
IP: 107.137.70.49



SIGNED

**12 / 16 / 2020**

09:26:39 UTC-8

Signed by Katherine Morris (katherine@khanacademy.org)  
IP: 107.137.70.49



COMPLETED

**12 / 16 / 2020**

09:26:39 UTC-8

The document has been completed.