

MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF GOVERNOR GAVIN NEWSOM, THE CHANCELLOR'S OFFICE AND ADOBE INC.

This Memorandum of Understanding for a multi-party collaborative business engagement ("MOU"), is by and between the Office of Governor Gavin Newsom ("Governor's Office"), and its agencies and departments, the California Community Colleges Chancellor's Office ("Chancellor's Office") and Adobe Inc., a Delaware corporation on behalf of itself and its affiliates ("Adobe"). The Governor's Office, the Chancellor's Office, and Adobe are each a "Party" and collectively are the "Parties".

WHEREAS the State of California is a global leader in innovation, research, development, human capital, and entrepreneurship; and

WHEREAS the Governor's Office, through its agencies and more than 150 departments, strives to accelerate innovation, develop a skilled state workforce, and promote results-oriented practices in partnership with private sector partners; and

WHEREAS Adobe is a world-leading digital experiences technology company headquartered in California that is positioned at the forefront of Artificial Intelligence (AI) innovation and committed to driving the responsible development, deployment and use of this technology; and

WHEREAS the Chancellor's Office, a state government agency, developed Vision 2030, a collaborative action plan that provides focus, equity, and direction to California's community colleges in specific areas of access, support, and success. California's community colleges are an economic engine in workforce development, and train the next generation of California workers; and

WHEREAS AI, including Generative AI (GenAI), has the potential to catalyze innovation and the rapid development of a wide range of benefits for Californians and the California economy, such as advances in economic development, workforce enablement, statewide innovation, and to push the bounds of human creativity and capacity; and

WHEREAS the State of California, by and through the Governor's Office and the Chancellor's Office, and Adobe desire to work together in partnership to responsibly and thoughtfully utilize AI to drive significant advances in economic development, workforce enhancement, and innovation for all Californians; and

WHEREAS the Parties state their intent to collaborate on the issues identified in the attached Exhibit A and Addendum.

The Parties agree as follows:

1. Non-binding Nature of the MOU

This MOU is a voluntary initiative. This MOU is non-binding and does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever between the Parties. In addition, the commitments in this MOU are not conditioned upon reciprocal

actions by a Party; each Party retains full discretion over implementation of its commitments in light of the Party's individual circumstances, laws, and policies. No Party is required to enter into any binding agreement related to Exhibit A or Addendum.

2. Availability of Personnel and Resources

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by a Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this MOU will be assumed by the Party that incurs them, unless otherwise expressly stated in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this MOU are subject to the availability of funds, personnel, and other resources of each Party.

The personnel designated by a Party for the execution of this MOU will work under the orders and responsibility of that Party and any other organization or institution to which the personnel already belongs. Such work will not modify any personnel's existing employment relationship. Nothing in this MOU prevents a Party from participating in similar arrangements with third parties.

3. Intellectual Property Ownership, No Licenses

Under this MOU, there is no intellectual property transfer, and no Party grants any Party intellectual property license or right, express, by implication, estoppel or otherwise. Additionally, the Parties do not intend to jointly create any intellectual property under this MOU. If, during the term of the MOU, joint intellectual property development appears possible, the Parties will discuss an agreeable mechanism to resolve ownership of any jointly developed intellectual property. If Adobe hardware, software or services are described, they may be separately obtained if and as available subject to the applicable terms and conditions.

4. Disclaimers

No Party will be bound by, or be liable for, any alleged representation, warranty, promise inducements or statement of intention. This MOU does not create any third-party beneficiary rights in any individual or entity.

5. Publicity

The Governor's Office and its agencies and departments, the Chancellor's Office, and Adobe, to the extent that public statements are directed at or include any other Party, will endeavor to provide any public statements related to this MOU to such other Parties prior to release with reasonably sufficient time to review. Each Party releasing the public statement will give good-faith consideration to any feedback provided by the other Parties.

6. Governing Law

This MOU is governed by the laws of the United States and the laws of the State of California, without regard to conflict of laws principles.

7. Compliance with Applicable Laws

The Parties agree to comply with all applicable laws, and activities undertaken in connection with this MOU will be subject to, and will be undertaken in a manner consistent with, all otherwise-applicable laws.

8. Independence

This MOU does not create a joint venture, partnership, agency or other form of business association between the Parties. No Party will have the power to bind another Party or incur any obligation or expense on its behalf without the other Party's prior written consent.

9. Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the Parties, which will endeavor in good faith to timely resolve such differences.

10. Entire Agreement and Severability

This MOU constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this MOU and supersedes any previous or contemporaneous written or oral representations, statements, negotiations, or contracts, if any.

11. Term and Termination

- a. Term. This MOU is effective from the last date of its signature ("Effective Date"), for a three (3) year period, unless extended or terminated earlier by the Parties.
- b. Termination for Convenience. Any of the Parties may, at any time, terminate this MOU by providing a thirty (30) day written notice to the other Parties.

12. Amendments

This MOU may be amended in writing and signed by authorized representatives of the Parties.

13. Counterparts and Electronic Signature

The Parties may execute this MOU in counterparts, which shall be deemed an original, but all of which together shall constitute one and the same MOU. Each Party agrees that this MOU may be electronically signed, and that any electronic signatures appearing on this MOU are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

[SIGNATURE PAGE FOLLOWS]

The Parties, by signature of their authorized representatives, have executed this MOU as of the date signed below.

Gavin Newsom
Governor of California

DATE: _____

ON BEHALF OF
Adobe Inc.

ON BEHALF OF THE
California Community Colleges
Chancellor's Office

Alan Bronowicz
Senior Director of Education Strategy and
Business Operations, Adobe

SONYA CHRISTIAN
Chancellor of California Community
Colleges

DATE: _____

DATE: _____

ON BEHALF OF THE
State of California Labor & Workforce
Development Agency

ON BEHALF OF THE
State of California Government
Operations Agency

STEWART KNOX
Secretary

NICOLAS MADUROS
Secretary

DATE: _____

DATE: _____

ON BEHALF OF THE
Governor's Office of Business and
Economic Development

DEE DEE MYERS
Director

DATE: _____

Exhibit A - Description of Non-binding Collaborative Business Engagement

Chancellor's Office

The Chancellor's Office may undertake the following strategic initiatives in partnering with the Parties to this MOU, which is subject to the applicable Party's separate agreement with Adobe. The districts are locally governed, independent agencies, and separate legal entities from the State of California and the Chancellor's Office. To the extent that any of the below strategic initiatives require the participation of any community college or district, Adobe will need to enter into an agreement with the respective district(s).

1. Shared Resource Access:

- Chancellor's Office may:
 - lead efforts in identifying a resource-sharing platform to manage and allocate AI hardware, software, and other resources as well as establish clear guidelines and criteria for resource allocation to ensure equitable access in coordination and collaboration with community college districts,
 - lead efforts in identifying existing workforce training centers to include state-of-the-art AI labs to ensure these centers are equipped with the necessary hardware and software to support hands-on learning and practical experience in AI in coordination and collaboration with community college districts, and
 - provide administrative and logistical support for implementing and managing AI educational programs at California community colleges.

2. Customized Curriculum Integration and Development

- Chancellor's Office may:
 - lead efforts to collaborate with industry partners and academic experts to develop and integrate AI literacy modules into existing vocational and technical programs in collaboration and consultation with community college districts and their academic senates as well as other community college stakeholders,
 - lead efforts in identifying foundational digital literacy courses that prepare students for more advanced AI-focused training, and
 - focus on practical, hands-on AI applications relevant to high-demand sectors.

3. Expert Engagement, Networking, and Industry Exposure

- Chancellor's Office may:
 - organize practical, industry-focused AI workshops and seminars tailored to local job market needs in consultation and coordination with community colleges and districts,
 - lead collaboration with regional employers to offer hands-on training sessions on AI tools used in various industries,
 - facilitate "AI in Industry" type panel discussions with professionals from diverse sectors to showcase real-world AI applications, and

- work with city and county governments and community colleges and districts to identify AI-driven solutions for local challenges, involving students in real- world projects.

4. Faculty Development Initiatives

- Chancellor's Office may:
 - work with community colleges and districts and their respective academic senates to identify faculty members to become AI ambassadors, focusing on practical, industry- relevant AI applications,
 - identify short-term, intensive AI training programs for faculty members teaching in vocational and technical fields in coordination and consultation with community colleges and districts and their respective academic senates and other stakeholders,
 - facilitate cross-district collaboration to integrate AI concepts into diverse academic programs, and
 - assist and support industry-led workshops and seminars to keep faculty updated on the latest AI trends in various sectors.

5. Joint Research and Innovation Ventures

- Chancellor's Office may:
 - collaborate with regional businesses and community colleges and districts to develop AI solutions for practical, industry- specific challenges, and
 - identify incubator programs for AI-driven startups focused on community-level applications.

6. Certifications and Credential Programs

- Chancellor's Office may:
 - lead efforts in creating stackable AI certificate programs that align with local industry needs and can be integrated into existing associate degree programs, and
 - lead efforts in developing short-term, intensive AI boot camps for rapid workforce upskilling in coordination and collaboration with community colleges and districts.

7. Job Creation for Public Sector and Commercial Enterprise

- Chancellor's Office may:
 - lead efforts to expand AI certificate programs across the community college system, focusing on practical, industry- aligned skills,
 - identify short-term AI literacy courses for community members, enhancing overall AI readiness of the local workforce, and
 - partner with community colleges and districts, city governments and local businesses to create AI apprenticeship programs, providing hands-on experience and job placement opportunities.

ADDENDUM

SHARED OBJECTIVES

Enhance Economic Development: The Parties intend to accelerate growth and innovation in key sectors such as Media and Entertainment, Education, Professional and Business Services, Retail, and High Technology.

Workforce Enablement: The Parties intend to collaborate on comprehensive generative AI educational programs, training, and certification programs that provide essential and age-appropriate creativity and productivity AI skills to current and future workforces, including 9-12, higher education, continuing education students, and re-skillers and up-skillers utilizing alternative education pathways. These programs will enable career-readiness with AI across multiple industries, including enterprise, small businesses, and drive entrepreneurial career opportunities, with a focus on career mobility for historically underserved populations.

Promote Statewide Innovation: The Parties look to utilize AI technologies to address complex challenges that may improve efficiency in both public and private sectors.

STRATEGIC INITIATIVES: 9-12

To achieve the stated shared objectives, the Parties intend to undertake the following strategic 9-12 initiatives:

1. 9-12 ACCESS TO AI ENABLED TECHNOLOGY

Impact: By offering classroom-safe AI technologies, we can ensure California 9-12 students have age-appropriate access to learn industry-standard AI tools for creativity and productivity in a manner that supports teachers in addressing the impacts of AI on student learning as well as ensures the continued development of students' own critical thinking skills.

1a. Adobe may:

- Enable state-wide 9-12 access to age-appropriate, cutting-edge AI software (subject to any applicable fees, license terms and conditions) to both teachers and students to support educational and research initiatives

1b. The Governor's Office, through its agencies and departments, may:

- Explore opportunities to streamline state-wide 9-12 access to and deployment of age-appropriate, cutting-edge AI software (subject to any applicable fees, license terms and conditions) to support educational and research initiatives
- Support teachers to ensure safe and responsible use of AI and to address the impacts of AI on student learning and that access to this technology does not inhibit but furthers students' own critical thinking and analytical skills.

2. 9-12 CAREER ADVANCING AI TRAINING

Impact: By leveraging our AI literacy educational material and building off existing professional development programs, we can ensure all California 9-12 students and teachers have access to tools to become proficient with AI and demonstrate workforce readiness in essential, in-demand AI skills.

2a. Adobe may:

- Create AI literacy content for licensed use by NGOs and certification partners for 9-12 students to learn and demonstrate proficiency in essential workforce AI skills
- Expand access to professional certifications for 9-12 students to demonstrate advanced proficiency in essential workforce AI skills and industry-standard tools
- Provide free professional development opportunities for 9-12 teachers to become proficient in the use of AI in their instruction, across grade levels and subjects, including how to address impacts of AI on student learning and promote safe and responsible use

2b. The Governor's Office, through its agencies and departments, may:

- Increase awareness for the potential of safe and responsible AI proficiency to support career advancement
- Provide support for individuals seeking AI proficiencies with a focus on underrepresented groups
- Ensure state jobs and careers have skills-driven hiring and promotion pathways that utilize AI skills

3. 9-12 AI LITERACY CURRICULUM

Impact: By ensuring all California 9-12 classrooms have access to generative AI literacy content and curriculum, we can empower the teaching and learning of AI for innovative, responsible, and age-appropriate academic and industry use.

3a. Adobe may:

- Provide 9-12 teachers and staff with AI literacy curricular content and explore opportunities for integrating AI literacy modules into existing curricula and assessments, working towards educational programs being enriched with relevant, engaging, and up-to-date AI content, including on best practices for safe and responsible use

3b. The Governor's Office, through its agencies and departments, may:

- Facilitate the sharing of AI education resources and successful strategies among California's 9-12 districts and schools, including how to protect student safety and privacy
- Encourage collaboration between 9-12 and industry partners to explore opportunities for integrating AI literacy modules, including on safe and responsible use, into existing curricula across various disciplines

4. 9-12 EDUCATOR AI TRAINING AND PROFESSIONAL DEVELOPMENT

Impact: By providing teachers with ongoing professional development opportunities centered on AI tools and resources, we can ensure all California 9-12 educators and students are trained on essential workforce AI literacy and skills.

4a. Adobe may:

- Provide 9-12 teachers with ongoing professional development opportunities and access to educator community programs to facilitate the sharing of AI education resources and successful strategies among California's educational institutions across disciplines and grade levels

4b. The Governor's Office, through its agencies and departments, may:

- Increase awareness of professional development opportunities to support 9-12 teachers and trainers with AI literacy and skills

5. 9-12 FUNDING FOR STUDENTS AND EDUCATORS

Impact: By helping educational institutions identify and pursue funding opportunities, we can ensure access and incentives for educators and students to teach and learn essential AI literacy skills for workforce readiness.

5a. Adobe may:

- Assist in identifying and pursuing opportunities for funding and resources to support the teaching, learning, and certifications in AI literacy

5b. The Governor's Office, through its agencies and departments, may:

- Increase awareness of professional development opportunities for AI literacy skills and workforce readiness

STRATEGIC INITIATIVES: HIGHER EDUCATION

To achieve the stated shared objectives, the Parties intend to undertake the following strategic higher education initiatives:

1. HIGHER EDUCATION AI-ENABLED TECHNOLOGY

Impact: ensure California higher education students have access to learn industry-standard AI tools for creativity and productivity.

1a. Adobe may:

- Enable state-wide higher education access to cutting-edge AI software (subject to any applicable fees, license terms and conditions) to support educational and research initiatives

1b. The Governor's Office, through its agencies and departments, may:

- Explore opportunities to streamline state-wide access to and deployment of cutting-edge AI software (subject to any applicable fees, license terms and conditions) to support educational and research initiatives

2. HIGHER EDUCATION CAREER-ADVANCING AI CERTIFICATIONS

Impact: ensure all higher education students and teachers have certifications, including micro- credentials, certificates, and professional certifications, to demonstrate workforce readiness in essential, in-demand AI skills.

2a. Adobe may:

- Create AI literacy content for licensed use by NGOs and certification partners for college students to learn and demonstrate proficiency in essential workforce AI skills
- Provide free micro-credentials for college students to demonstrate to employers they have proficiency in essential workforce AI skills
- Provide professional certifications college students to demonstrate advanced proficiency in essential workforce AI skills and industry-standard tools
- Provide free micro-credentials for higher education faculty, and teacher preparation college students to become certified in the use of AI in their instruction, across grade levels and disciplines

2b. The Governor's Office, through its agencies and departments, may:

- Collaborate with institutions of higher education to encourage the creation and utilization of faculty AI certification programs
- Enable seamless credential systems between academic institutions, industry partners, alternative education providers, and employers to make it simple for credential earners to showcase their AI skills to employers and secure jobs
- Provide support and grants for individuals seeking AI certifications, with a focus on underrepresented groups

- Ensure state jobs and careers have skills-driven hiring and promotion pathways that utilize AI skills certifications

3. HIGHER EDUCATION AI LITERACY CURRICULUM

Impact: ensure all California higher education classrooms have content and curriculum to teach and learn AI literacy for innovative and responsible academic and industry use.

3a. Adobe may:

- Provide higher education faculty with AI literacy curricular content and explore opportunities for integrating AI literacy modules into existing curricula and assessments, working towards educational programs being enriched with relevant, engaging, and up-to-date AI content

3b. The Governor's Office, through its agencies and departments, may:

- Facilitate the sharing of AI education resources and successful strategies among California's higher education institutions
- Encourage collaboration between higher education institutions and industry partners to explore opportunities for integrating AI literacy modules into existing curricula across various disciplines

4. HIGHER EDUCATION AI TRAINING AND PROFESSIONAL DEVELOPMENT

Impact: ensure all California higher education faculty and students are trained on essential workforce AI literacy and skills.

4a. Adobe may:

- Provide higher education faculty with ongoing professional development and access to educator community programs to facilitate the sharing of AI education resources and successful strategies among California's educational institutions across disciplines and grade levels

4b. The Governor's Office, through its agencies and departments, may:

- Increase awareness of professional development opportunities to support higher education faculty with AI literacy and skills

5. HIGHER EDUCATION AI FUNDING FOR STUDENTS AND EDUCATORS

Impact: ensure access and incentives for educators and students to teach and learn essential AI literacy skills for workforce readiness.

5a. Adobe may:

- Assist in identifying and pursuing opportunities for funding and resources to support the teaching, learning, and certifications in AI literacy
- Explore the creation of a fund to expand access to AI skills credentials and grant program to measure the impact on student learning and career success

5b. The Governor's Office, through its agencies and departments, may:

- Assist in identifying and pursuing opportunities for funding and resources to support the teaching, learning, and certifications in AI literacy, leveraging state and federal grants, private sector partnerships, and other funding mechanisms
- The Governor's Office and Adobe may jointly identify grant opportunities offering funding aimed at expanding AI education and workforce development projects. They may create a structured approach to manage the identification of grant funds, focusing on opportunities to develop projects that expand AI education to underserved communities

STRATEGIC STATE-WIDE INITIATIVE (Including 9-12 and Higher Education)

To achieve the stated shared objectives, the Parties intend to undertake the following strategic initiatives:

1. BOLSTER TRUST AND TRANSPARENCY IN AI

Impact: ensure a foundation for trust and transparency in AI which benefits Californians as they leverage AI technology in all aspects of their lives, including ensuring access to appropriate tools to understand when and how AI has been used to create digital content.

1a. Adobe may:

- Provide support to 9-12 and HED students working with open-source tools for digital content provenance creation and validation
- Provide education, training, and free open-source tools based on international standards to make content authenticity and transparency scalable and accessible to all Californians
- Provide services to enable provenance technology to be adopted by California for state-provided digital content
- Explore support for the development of public awareness campaigns centered around digital media AI literacy to help educate California citizens on AI technologies and responsible AI development, and how to identify trustworthy digital content and how to ensure their own digital content can be authenticated

1b. The Governor's Office, through its agencies and departments, may:

- Create opportunities for collaboration and partnerships with tech companies, media companies, and civil societies to explore integrating provenance and transparency for all digital content
- Support development and deployment of digital media safe and transparent AI literacy public awareness campaigns to reach California citizens