

## **Memorandum of Understanding by and between the Governor's Office, the California Community Colleges Chancellor's Office and Microsoft Corporation**

This memorandum of understanding (MOU) is 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 Microsoft Corporation ("Microsoft"). The Governor's Office, Chancellor's Office, and Microsoft are each a "Party" and collectively are the "Parties."

**WHEREAS**, the California community colleges system is the largest system of higher education in the nation, with 116 colleges serving over 2 million students annually;

**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;

**WHEREAS**, California's community colleges are an economic engine in workforce development, training the next generation of California workers;

**WHEREAS**, the Governor's Office, by and through its agencies and departments, developed the California AI Initiative, a collaborative action plan that has the goals of determining how AI can improve California's delivery of digital services; providing strategy and guidelines for the responsible use of AI; and providing a practical and pragmatic approach to implementing AI technology;

**WHEREAS**, Microsoft is a leading provider of productivity and artificial intelligence (AI) tools designed to enhance student engagement, faculty capacity and empowerment, and AI literacy by providing trusted, educator-driven AI applications, digital learning tools, and strategic support for colleges, while maintaining alignment with Microsoft's high-quality educational standards;

**WHEREAS**, Microsoft tools provide students and faculty with advanced educational technology, including AI, to create accessible, scalable solutions for student success, institutional efficiency, and future-ready education;

**WHEREAS**, the Parties desire to work together to enhance educational opportunities, foster innovation, and promote educational attainment for California community college students and faculty;

**WHEREAS**, the Parties desire to provide students, faculty, and staff with trusted, educator-led AI solutions while strengthening the digital learning and workforce infrastructure of the California community college system; and

**WHEREAS**, the Parties seek to advance educational equity, increase student engagement and persistence, and improve learning outcomes and success rates by making high-quality educational support accessible to all faculty, staff and students.

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 this MOU.

### **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.

### 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.

### 4. Publicity

To the extent that public statements are directed at or include any other Party, the Parties 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 Party.

### 5. 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.

### 6. 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.

### 7. 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.

### 8. Term and Termination

a. Term. This MOU is effective from the last date of its signature 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.

### 9. Amendments

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

### 10. 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.

**THEREFORE**, the Parties agree to collaborate on achieving the following goals:

- Deliver a bootcamp learning series including training related to AI Foundations, Cybersecurity and Microsoft Copilot in partnership with the Foundation for California Community Colleges. Training will be conducted using authorized curriculum and executed through authorized Microsoft Training Services Partners.

Training will be attended by Faculty members across the Colleges who will use these learnings to help train students across the Colleges.

- Community college 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 strategic initiatives in this MOU require the participation of any community college or district, Microsoft will need to enter into an agreement with the respective district(s).
- The Chancellor's Office will collaborate and consult with community college districts and their academic senates as well as other community college stakeholders with respect to the initiatives in this MOU.

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

\_\_\_\_\_  
**Gavin Newsom**  
Governor of California

DATE: \_\_\_\_\_

ON BEHALF OF THE  
Microsoft Corporation

ON BEHALF OF THE  
California Community Colleges  
Chancellor's Office

\_\_\_\_\_  
**Beth Dann**  
General Manager, US State and Local  
Government, Education, Microsoft

\_\_\_\_\_  
**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: \_\_\_\_\_