

Adobe Education Enterprise Agreement (EEA)

What is the Adobe Education Enterprise Agreement (EEA) program?

The EEA is a one-year or two-year term-based licensing program that helps primary and secondary schools and higher education institutions minimize the cost and complexity of providing Adobe® Creative Cloud™ desktop applications and other software to their licensed faculty, staff, and students on institutionally owned and leased computers.*

How does the EEA work?

The EEA enables qualified educational institutions to provide Adobe software to administrators, teachers, staff, and students on institutionally owned or leased computers within the institution defined during enrollment. Organizations pay for the entire one-year or two-year term when they place their order, and as long as the agreement is valid, they may continue using the Adobe software they have licensed under the agreement.

A primary or secondary school may enroll in the EEA and be covered as a single school site, or multiple schools may enroll and be covered under a legal entity† that has responsibility for the procurement and contract management of multiple primary and secondary schools (district, county, state, government agency, and so on). Enrolling primary and secondary schools are licensed on a per-FTE (full-time equivalent teachers and staff) basis and must cover the entire school or legal entity‡. Higher education institutions may cover the entire institution on a per-FTE basis, or they may elect to purchase licenses on a per-installation basis. One-hundred percent FTE coverage of qualified faculty and staff is required for all educational institutions covered on a per-FTE basis. Pricing is based on the total FTE for the educational organization defined for coverage under the agreement. Products licensed under the EEA may be used only on computers owned or leased by the covered educational organization. Optional Adobe applications for photography and video editing and professional video production are also available on a per-installation licensing basis.

Special notice to higher education institutions:

Two discount tiers are available for higher education institutions in most locations. They may elect to license on a per-installation basis or to cover their entire institution on a per-FTE basis. Licensing an entire institution on a per-FTE basis may not be available in all locations and is currently not available in the United States, Canada, and Japan. Institutions in the United States, Canada, and Japan that need to license on a per-FTE basis should contact their Adobe sales representative.

What products are available through the EEA?

Adobe products, including Adobe Creative Cloud desktop applications, available under EEA are dependent on the type of educational organization enrolling in the program. The applicable product collections, defined in the chart below, are available to primary and secondary and higher education organizations for both Windows® and Mac OS (where available). The collection quantity ordered must be equal to, or greater than, the total FTE for organizations that must be licensed on a per-FTE basis. Higher education organizations enrolling on a per-installation basis must order a minimum of one per-installation collection license.

Optional Adobe applications for photography, video editing, and professional video production are licensed on a per-installation basis, and specific add-on product availability is also dependent on the type of educational organization enrolling in the program. Any combination of the applicable optional add-on products may be ordered and licensed for the EEA term.

For primary and secondary institutions only

FTE based	Available add-ons (per license)
<ul style="list-style-type: none"> • Adobe Design and Web K-12 Collection <ul style="list-style-type: none"> - Adobe Photoshop® CC - Adobe Illustrator® CC - Adobe InDesign® CC - Adobe Dreamweaver® CC - Adobe Flash® Professional CC - Adobe Fireworks® - Adobe Acrobat® Pro - Adobe Muse™ CC - Adobe Edge Animate CC Plus: <ul style="list-style-type: none"> • Adobe Photoshop Elements • Adobe Captivate® 	<ul style="list-style-type: none"> • Adobe Video Collection <ul style="list-style-type: none"> - Adobe Premiere® Pro CC - Adobe After Effects® CC - Adobe Photoshop CC - Adobe Audition® CC - Adobe SpeedGrade™ CC - Adobe Prelude™ CC - Adobe Illustrator CC - Adobe Encore® - Adobe Flash Professional CC - Adobe Media Encoder CC Additional add-ons (per license) <ul style="list-style-type: none"> • Adobe Presenter • Adobe Photoshop Lightroom® • Adobe Premiere Elements

For higher education institutions only

FTE based	Available add-ons (per license)
<ul style="list-style-type: none"> • Adobe Design and Web HED Collection <ul style="list-style-type: none"> - Adobe Photoshop CC - Adobe Illustrator CC - Adobe InDesign CC - Adobe Dreamweaver CC - Adobe Flash Professional CC - Adobe Fireworks - Adobe Acrobat Pro - Adobe Muse CC - Adobe Edge Animate CC 	<ul style="list-style-type: none"> • Adobe Video Collection <ul style="list-style-type: none"> - Adobe Premiere Pro CC - Adobe After Effects CC - Adobe Photoshop CC - Adobe Audition CC - Adobe SpeedGrade CC - Adobe Prelude CC - Adobe Illustrator CC - Adobe Encore - Adobe Flash Professional CC - Adobe Media Encoder CC Additional add-on (per license) <ul style="list-style-type: none"> • Adobe Photoshop Lightroom

With the launch of EEA, will Adobe be discontinuing any existing licensing programs?

Adobe has decided to discontinue the following programs and offerings based on the changing market landscape and customer demand:

- Adobe K-12 Enterprise Agreement (EA)
- Adobe Term Site License (TSL)

For more information contact your Adobe Account Executive or your Adobe Authorized Education Reseller.

I usually purchase Adobe Creative Suite software through TLP and CLP. Will these licensing options continue to be available?

Adobe will continue to make Adobe Creative Suite 6 available for purchase as a perpetual software license, and will provide bug fixes and security updates as necessary through TLP and CLP. Adobe will deliver all future product innovation of its creative tools and services exclusively to Creative Cloud members which includes customers under an EEA. This innovation will not be available in, or delivered as part of, Adobe perpetual software licenses. The latest versions of other products such as Adobe Acrobat Pro, Adobe Captivate and Adobe Photoshop Elements will continue to be available.

How do I calculate licensing fees based on FTE units?

Fees are based on the number of FTE units covered. FTEs are calculated as follows:

- Full-time faculty and staff are considered as one unit each, respectively.
- Part-time faculty are considered one-third of a unit.
- Part-time staff are considered one-half of a unit.

Full-time faculty	+	Part-time faculty ÷ 3	+	Full-time staff	+	Part-time staff ÷ 2	=	Total faculty and staff FTEs
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For example, if you have 4,000 full-time faculty, 3,000 part-time faculty, 2,000 full-time staff, and 1,000 part-time staff, the FTE would be calculated as follows:

$$4,000 + (3,000 \div 3) + 2,000 + (1,000 \div 2) = 7,500 \text{ FTEs}$$

If the total FTE count ends with a fractional component, the total number of FTEs is rounded to the next unit. This means that 100½ FTE units would round to 101 units for contract purposes.

All employees who work more than 200 hours a year must be included in the FTE count; non-knowledge workers such as maintenance personnel, bus drivers, cleaning staff, and cafeteria workers may be excluded from the faculty/staff FTE count.

Is there a minimum FTE requirement to participate in the EEA?

For primary and secondary schools

One-hundred percent FTE coverage is required for all primary or secondary schools covered under the EEA, and the total FTE must be provided during the EEA enrollment process. The minimum FTE requirement for a single primary or secondary school is 20 FTE, while the minimum FTE requirement for a primary and secondary school legal entity[†] is 300 FTE. However, a legal entity[†] with fewer than 300 FTE can still participate at the 300 FTE level. For example, if the legal entity[†] is a school district, "District A," and District A has 257 FTEs, it can participate in the program, but the total FTE will be the minimum 300-FTE level.

Primary and secondary schools	Minimum FTE	Required coverage under EEA
Primary and/or secondary school	20+	100% coverage of the defined primary or secondary school
Primary and/or secondary school legal entity [†]	300-2,999	100% coverage of all primary and secondary schools under the legal entity [†]
Primary and/or secondary school legal entity [†]	3,000+	100% coverage of all primary and secondary schools under the legal entity [†]

[†] Primary and/or secondary school legal entity: A legal entity that has responsibility for the procurement and contract management of multiple, individual primary and/or secondary schools (district, county, state, government agency, and so on).

For higher education institutions

Higher education institutions may elect to purchase licenses on a per-installation basis or to cover the entire institution on a per-FTE basis[‡]. When covering an entire higher education institution, 100% FTE coverage of the entire institution's eligible faculty and staff is required, and the total FTE must be provided during the EEA enrollment process. The minimum FTE requirement for coverage of an entire higher education institution is 100 FTE.

Higher education institutions electing to license products under the EEA on a per-installation basis must order a minimum of one Design and Web Collection and place their order with their reseller for the exact number of installations needed.

Higher education institutions	Minimum FTE	Required coverage under EEA
Higher education institution	1+	Must be licensed on a per-installation basis
Entire institution [‡]	100+	Requires 100% coverage of the entire higher education institution

[‡] Licensing an entire higher education institution on a per-FTE basis currently is not available in the United States, Canada, and Japan.

Are there individuals who may NOT be counted as part of an institution's total FTE under the EEA?

The following do not qualify as FTEs:

- Students[§]
- Alumni
- Workers who have been hired on a contractual basis for services either on or off campus (individuals not directly employed by the covered school or institution)
- Retired faculty and staff
- Education conference attendees
- Visitors

Can I add FTEs during my license period?

For educational organizations licensed on a per-FTE basis, there are no true-up processes in the EEA program, and any growth expected in the institution's FTE during the one-year or two-year EEA term must be considered up front and factored into the total FTE count defined for the EEA during enrollment. For example, if a primary and secondary school district wants to cover its entire district under a two-year EEA and its current district FTE count is 15,000 but it is expecting its FTE to increase to 15,500 over the two-year term, then the district must define its total FTE at 15,500 when it first enrolls in the EEA. Decreases in the institution's actual FTE count over the EEA term will not reduce the EEA license fee.

Can I add "per-installation" licenses during my license period?

Yes. For higher education institutions with product collections licensed on a per-installation basis and for any EEA-covered educational organizations needing per-installation add-on products, additional licenses may be added any time during the term of the EEA. However, the per-installation license price does not prorate, and the usage will co-terminate with the EEA end date. It is recommended that all purchases of per-installation products be made at the start of the EEA period.

How can my institution easily distribute licensed products to faculty and staff?

Institutions are responsible for internal product distribution and serial number deployment. Media is available in the form of a DVD set for each solution covered under the EEA to assist in the distribution of software. Institutions also have the ability to receive the products via Electronic Software Delivery (ESD).

How does my institution get media for the products in the EEA?

Institutions can choose to receive media in DVD sets for a fee or via an ESD download at no cost through the Adobe Licensing Web Site (LWS).

Are work at home (WAH) rights included with the EEA?

WAH rights are not included in the standard EEA program. However, institutions enrolling in the EEA may indicate during the EEA enrollment process their interest in providing WAH capability for eligible faculty and staff and can authorize Adobe or its third party to contact them regarding enabling this capability. Adobe or its third party will contact interested institutions and, for additional fees, separately arrange to license and enable WAH rights for use with products licensed under the EEA program. WAH eligibility is available only to institutions that license their entire school and/or legal entity on a per-FTE basis.

Can students use the Adobe products licensed under an EEA?

Enrolled students of an educational institution covered under an EEA may use the EEA-licensed products only on institutionally owned or leased computers.

What languages are available for the products sold through the EEA?

The EEA is available worldwide and products sold through the EEA are available in multiple languages. Languages may be added from time to time. Please consult your reseller for available languages licensed when ordering.

Can my institution copy EEA licensed products?

Adobe grants institutions the license to use the product(s) as set forth in the End-User License Agreements (EULAs) accompanying such product(s) throughout their institution, as may be modified by the EEA agreement. The EULAs are available on Adobe.com (under "Product License Agreements"). If there is a conflict between the terms of the EEA and the EULA, then the EEA terms shall take precedence.

Does participation in the EEA provide access to product updates?

Access to certain releases and updates for applicable products are an included benefit of the EEA and are part of the licensing fee. Applicable feature releases and updates vary by product, are not guaranteed during the term of the EEA, and are made available at Adobe's discretion.

Is use of a prior-version product permitted under the EEA?

Use of one version earlier than the most current version of the products sold through the EEA is permitted during the term of the EEA. Prior versions are available only via ESD. Customers may contact Customer Service to request a serial number for a prior version if they do not already have one. Even when using an earlier version, users must follow all guidelines of the current-version EULA. Media, documentation, and/or support for older product versions may no longer be available.

Are institutions responsible for tracking downloads of products?

As defined in the EEA agreement, institutions are responsible for tracking the download and installation of all products and reporting to Adobe the number of each product downloaded during the term of the EEA.

Is it possible to convert term licenses to perpetual licenses in the EEA?

No. Term licenses covered in the EEA may not be converted to perpetual licenses.

Where can I find more information regarding the EEA?

For more details about the EEA program, contact your Adobe sales representative or your Adobe Authorized Education Reseller.

For more information
www.adobe.com/go/eea



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www.adobe.com

* Since the software licenses are distributed through channel partners, Adobe cannot and does not guarantee that any end user will receive any particular discount(s). Actual license fees for each end user are determined by the Adobe reseller or other channel entity. Calculations based on Recommended Retail Price (RRP) of Adobe Education Enterprise Agreement (EEA) to illustrate potential savings for customers. Nothing in the communications conveyed to channel partners concerning this promotion shall be construed to prohibit partners from agreeing pricing with resellers/end users as applicable.

[†] Primary and/or secondary school legal entity: A legal entity that has responsibility for the procurement and contract management of multiple, individual primary and/or secondary schools (district, county, state, government agency, and so on).

‡ Licensing an entire higher education institution on a per-FTE basis currently is not available in the United States, Canada, and Japan.

[§] No student licensing option is available in the EEA program offering, and students should not be included in the total FTE count. Only students who are official employees of the educational institution in a qualified full-time or part-time faculty or staff position may be included in the FTE count.

Hosted Services

The software offered through the EEA integrates with a variety of Hosted Services, operated either by Adobe or by third parties, which may contain user-generated content that may be (a) inappropriate for minors; (b) illegal in some countries; or (c) inappropriate for viewing at work. A complete list of integrated services is available here: www.adobe.com/go/integratedservices. If Customer wants to prevent viewing of, or access to, user-generated content services, it may (a) disable service access in the Creative Cloud Packager, where that functionality is made available, or (b) block access to the Hosted Services via its network firewall. Hosted Services are not, under any circumstances, available to users under the age of thirteen (13). Adobe disclaims liability for all user-generated content available via the Hosted Services. Notwithstanding anything to the contrary, any dispute about the Hosted Services or content that is available there shall be governed by the law and take place in the venue designated in the Hosted Service Terms of Use and is not controlled by the Governing Law or Venue clause of the EEA Agreement. Customer is not entitled to a refund and Adobe is not liable in the event that access to the Hosted Services is slowed or blocked as a result of government or service provider action, or if Adobe blocks access to some or all of the Hosted Services if it deems, in its sole discretion, that such a block is necessary to comply with local laws.

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