

MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF GOVERNOR GAVIN NEWSOM, THE CHANCELLOR'S OFFICE AND NVIDIA CORPORATION

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"), the California Community Colleges Chancellor's Office ("Chancellor's Office") and NVIDIA Corporation, a Delaware corporation on behalf of itself and its affiliates ("NVIDIA"), The Governor's Office, Chancellor's Office and NVIDIA are each a "Party" and collectively as 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, develops a skilled state workforce, and promote results-oriented practices in partnership with private sector partners and more than 150 departments statewide; and

WHEREAS NVIDIA is a world-leading technology company headquartered in California that is positioned at the forefront of Artificial Intelligence (AI) hardware and software development, deployment, and use; 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.

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 NVIDIA 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 the 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 NVIDIA hardware, software or services are described, they may be separately obtained if and as available subject to the applicable terms and conditions.

4. Publicity

The Governor's Office and its agencies and departments, the Chancellor's Office, and NVIDIA, 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.

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 acknowledge that NVIDIA's involvement in this MOU is subject to NVIDIA'S Human Rights Policy and 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. 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.

9. 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.

10. 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 Party.

11. 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.

Office of Governor Gavin Newsom

1304 O Street, Suite 300
Sacramento CA, 95814

By: _____

Name: _____

Title: _____

Date: _____

NVIDIA Corporation

2788 San Tomas Expressway
Santa Clara, CA 95051 U.S.A

By: _____

Name: _____

Title: _____

Date: _____

California Community Colleges Chancellor's Office

1102 Q St, Sacramento
Sacramento, CA 95811

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A - Description of Non-binding Collaborative Business Engagement

NOW, THEREFORE, the Parties have reached the following understanding: This MOU intends to establish a robust framework for utilizing AI that may drive significant advancements in economic development, workforce enhancement, and innovation across California. This framework aims to position the Parties to achieve substantial and sustainable benefits.

Objectives

Enhance Economic Development: The Parties intend to accelerate growth and innovation in key sectors such as Climate & Energy, Biotech, Media and Entertainment, Agriculture, Transportation, and High Technology.

Workforce Enablement: The Parties intend to collaborate on comprehensive AI educational programs and practical training initiatives that may equip current and future workforces, including students and workers from historically underserved populations, with essential AI skills.

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

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

1. Shared Resource Access:

1.1. NVIDIA may:

- offer guidance and consulting to help design AI laboratories to work towards the highest standards of innovation and functionality,
- enable access to cutting-edge AI hardware, software, and cloud computing resources (subject to any applicable fees, license terms and conditions) to support educational and research initiatives, and
- assist in identifying and pursuing opportunities for funding and resources to establish and enhance AI laboratories within educational institutions.

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

- collaborate with the Chancellor's Office and institutions of higher education to explore opportunities for developing state-of-the-art AI laboratories and digital collaboration platforms, ensuring they are equipped to meet the evolving needs of AI education and research,
- assist in identifying and pursuing funding opportunities and resources to establish and enhance AI laboratories, leveraging state and federal grants, private sector partnerships, and other funding mechanisms, and
- encourage the creation of digital collaboration platforms that enable seamless interaction between academic institutions, industry partners, and government agencies, fostering a collaborative ecosystem for AI innovation.

2. Customized Curriculum Integration and Development

2.1. NVIDIA may:

- collaborate with faculty to explore opportunities for integrating AI and machine learning modules into existing curricula, working towards educational programs being enriched with relevant and up-to-date AI content,
- assist in the regular review and potential updating of curriculum content to reflect the latest advancements in AI and machine learning, helping educational materials remain current and impactful, and
- support initiatives that promote the integration of AI concepts across multiple academic disciplines, fostering a comprehensive understanding of AI applications.

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

- encourage collaboration between higher education institutions and industry partners to explore opportunities for integrating AI and machine learning modules into existing curricula across various disciplines,
- explore opportunities to support faculty training and development programs that enhance educators' AI literacy and teaching capabilities.

3. Expert Engagement, Networking, and Industry Exposure

3.1. NVIDIA may:

- explore opportunities to host or participate in workshops, seminars, and networking events featuring AI professionals from NVIDIA and partner organizations,
- work with partners to create opportunities for students to engage with the AI industry, potentially including attendance at select conferences and events,
- support initiatives that bring together students, educators, and industry professionals to work on real-world AI challenges, and
- explore possibilities for hackathons, design sprints, or other collaborative events that showcase practical applications of AI technology.

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

- consider establishing programs or initiatives that provide resources and mentorship to early-stage AI startups, particularly those addressing critical state challenges,
- support community-driven initiatives focused on AI education and awareness, potentially through grants or partnerships with local organizations,
- collaborate with industry partners and educational institutions to organize workshops and seminars featuring AI professionals from various sectors, and
- facilitate collaborations between state agencies, educational institutions, and private sector companies to address real-world challenges using AI technologies.

4. Faculty Development Initiatives

4.1. NVIDIA may:

- offer training programs and workshops to help faculty become certified AI ambassadors, and
- provide faculty with access to ongoing professional development opportunities.

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

- create a dedicated grant program to support faculty members in becoming AI ambassadors and pursuing AI-related professional development,
- facilitate the sharing of AI education resources and successful strategies among California's higher education institutions, and
- launch a comprehensive initiative to promote AI integration across all levels of higher education in California.

5. Federal, State, Private Foundation, and Local Grants

- The Governor's Office and NVIDIA 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.

6. Joint Research and Innovation Ventures

6.1. NVIDIA may:

- enable access to advanced AI hardware and software resources to support cutting-edge research initiatives, subject to applicable fees and purchase terms and conditions, and
- offer technical guidance and mentorship to help commercialize promising AI innovations.

7. Certifications and Credential Programs

7.1. NVIDIA may:

- develop learning paths and industry-recognized certifications for AI in specific sectors, and
- offer train-the-trainer programs to help faculty at California institutions become certified AI instructors.

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

- support individuals seeking AI certifications, with a focus on underrepresented groups, and
- develop pathways for AI skills and training in state careers.

8. Commitment to Diversity and Inclusion

- The Parties intend to support diversity and inclusion, knowing it is important for a successful, innovative, and fair work environment. The Parties intend to create a culture where people from different backgrounds are valued, respected, and can share their unique views. By offering equal chances for everyone, the parties hope to benefit from more talent and ideas, boosting creativity and problem-solving. This inclusive approach could affect many parts of an organization, from hiring and keeping staff to developing leaders and making decisions, improving internal relations and their position in a diverse global market.

9. Job Creation for Public Sector and Commercial Enterprise

9.1. NVIDIA may:

- collaborate with universities, colleges and startups to create a pipeline for AI talent,
- develop a program that connects NVIDIA's cutting-edge research with academic institutions, creating opportunities for students to work on real-world AI projects, and
- offer training programs for faculty to stay current with the latest advancements in AI and robotics.

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

- implement an AI adoption strategy across state agencies, creating new roles for AI specialists in government,
- establish a dedicated fund to support AI workforce development initiatives across all educational institutions and industries,
- facilitate partnerships between tech companies, educational institutions, and state agencies to create AI innovation zones and job creation hubs, and
- create an AI teacher certification program to build capacity for AI education at all levels.

Points of Contact

The Government Operations Agency, on behalf of the Governor's Office, and NVIDIA will serve as the respective contact points for communication and information exchange, as well as any notice submitted under this MOU.

Government Operations Agency: James Regan

NVIDIA: Louis Stewart

Chancellor's Office: Don Daves-Rougeaux

ADDENDUM - FOR CHANCELLOR'S OFFICE

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 NVIDIA. 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, NVIDIA will need to enter into an agreement with the respective district.

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, and
 - 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:**
 - 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, and
 - 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.