

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF GOVERNOR GAVIN NEWSOM, CALIFORNIA COMMUNITY COLLEGE CHANCELLOR'S OFFICE, AND IBM**

The Office of Governor Gavin Newsom ("Governor's Office"), the California Community College Chancellor's Office ("Chancellor's Office"), and its agencies and departments, and International Business Machines Corp ("IBM") hereinafter referred to individually as "the Party" and collectively as "the Parties," declare as follows:

**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**, 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, training the next generation of California workers.

**WHEREAS**, IBM seeks to devote its technological resources and expertise to help find solutions for social problems faced in communities all around the world, such as by offering the IBM SkillsBuild program as a free education program focused on skilling communities in the information technology industry that helps adult learners and high school and university students and faculty develop and enhance valuable skills and access career opportunities;

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

**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 the other Party; each Party retains full discretion over implementation of its commitments in light of the Party's individual circumstances, laws, and policies. Neither Party is required to enter into any binding agreement related to Exhibit A.

### **2. Availability of Personnel and Resources**

This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by either 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 any Party from participating in similar arrangements with third parties.

### **3. Publicity and Intellectual Property**

Each Party agrees not to initiate or distribute any press releases, or promotional materials intended for reporters, press, or media, referencing the subject matter of this MOU, without prior written approval of the other Parties.

This MOU does not govern or enable access or use of any Party's products and services. 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.

Each Party may use the logo or trademark of the other Party only as provided in a separate trademark license agreement.

### **4. 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.

### **5. 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.

### **6. Independence**

This MOU does not create a joint venture, partnership, agency or other form of business association between the Parties. Neither Party will have the power to bind the other Party or incur any obligation or expense on its behalf without the other Party's prior written consent.

### **7. 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, who will endeavor in good faith to timely resolve such differences.

### **8. 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.

### **9. 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.

### **10. Amendments**

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

11.       **Counterparts and Electronic Signature**

This MOU may be executed in two or more counterparts, each of 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.

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  
International Business Machines Corp

ON BEHALF OF THE  
California Community Colleges  
Chancellor's Office

\_\_\_\_\_  
**DINESH NIRMAL**  
Senior Vice President, Products,  
IBM Software

\_\_\_\_\_  
**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 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 IBM. 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, IBM will need to enter into an agreement with the respective district.

### **Strategic Initiatives**

#### **1. Access to AI resources:**

##### **1.1. IBM may:**

- Offer guidance and services to establish cutting-edge AI capacity within the State's own data centers,
- Enable cost efficient access to cutting-edge AI hardware, software, and cloud computing resources to support both educational and research initiatives,
- Enable cost efficient access to cutting edge and open AI hardware, software, and resources to State departments, community colleges, high schools, and public higher education.

##### **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.
- 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.

##### **1.3. 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.
- Provide administrative and logistical support for implementing and managing AI educational programs at California community colleges.

#### **2. Customized Curriculum Integration and Development**

##### **2.1. IBM may:**

- Collaborate with community colleges, high schools, and technical schools to integrate AI and Machine Learning modules and training on how to develop equitable, fair, unbiased, and secure AI and ML into existing curricula, working towards educational programs being enriched with relevant and up-to-date AI content and practices,
- Assist in review of and potential updating of curriculum content to reflect the latest advances in AI and ML development and governance, thus helping educational materials remain current and impactful, and
- Support initiatives that promote the integration of AI concepts across multiple academic disciplines
- Provide access to IBM software (Cloud credits, SaaS),

- Provide deep learning through select access to IBM modules, and content for capstone projects,
- Develop strategic learning paths aligned to the job market,
- Provide industry-recognized credentials for AI specific sectors and relevant IT pathways, and
- Facilitate large scale virtual live events (Guided Learning).

**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.

**2.3. 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.
- Focus on practical, hands-on AI applications relevant to high-demand sectors.

**3. Expert Engagement, Networking and Industry Exposure**

**3.1. IBM may:**

- Host and participate in workshops, proof of experience, seminars, networking events featuring AI professionals from IBM,
- Work with partners to create opportunities for students to engage with the AI industry,
- Support initiatives that bring together students, educators, government agencies, private sector companies, and industry professionals to work on real- world challenges that can be addressed with AI-driven solutions, potentially including Hackathons, coding competitions, and collaboration events,
- Provide opportunities to host or participate in workshops, seminars, conferences featuring AI professionals from IBM and select partnerships
- Collaborate to create opportunities for students to engage with IBM AI experts, and
- Provide connections to IBM volunteers that supports career skill development, portfolio building, networking.

**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 partnerships with local organizations.
- Collaborate with industry partners and educational institutions to organize workshops and seminars featuring AI professionals from various sectors.
- Facilitate collaborations between state agencies, educational institutions, and private sector companies to address real-world challenges using AI technologies.

**3.3. 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.

- 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**

##### **4.1. IBM may:**

- Offer collaboration with IBM experts and resources to enable faculty to successfully deliver training,
- Assist in yearly reviews to keep content relevant,
- Enable access to advanced AI software and resources to support cutting-edge research initiatives,
- Provide opportunities to join IBM led AI research initiatives to create innovative competency guides and assets across Higher Education, and
- Develop training programs and workshops to help faculty become certified AI ambassadors.
- Develop training programs to support faculty incorporating cybersecurity initiatives and live fire cyber range offerings into coursework.

##### **4.2. 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.
- Launch a comprehensive initiative to promote AI integration across all levels of higher education in California.

##### **4.3. 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.
- Assist and support industry-led workshops and seminars to keep faculty updated on the latest AI trends in various sectors.
- Develop regional and/or statewide networks of faculty seeking to integrate IBM cybersecurity experiences into coursework in support of offering real-world experience as part of cybersecurity curriculum.

#### **5. Joint Research and Innovation:**

##### **5.1. IBM may:**

- Enable access to advanced AI hardware and software to support cutting-edge research, subject to applicable fees and purchase terms and conditions,
- Offer technical guidance and mentorship to researchers,
- Conduct first-of-a-kind collaborative research projects that explores the use of AI in grid management, climate science, and wildfire detection.

##### **5.2. Chancellor's Office may:**

- Collaborate with regional businesses and community colleges and districts to develop AI solutions for practical, industry- specific challenges
- Identify incubator programs for AI-driven startups focused on community-level applications.

#### **6. Certifications and Credential Programs:**

##### **6.1. IBM may:**

- Develop learning paths and industry recognized certifications for AI,
- Offer technical guidance and volunteerism to help commercialize promising AI innovations.



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

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

**6.3. 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.
- Lead efforts in developing short-term, intensive AI boot camps for rapid workforce upskilling in coordination and collaboration with community colleges and districts.
- Develop a framework for supporting regional and/or statewide cybersecurity training in support of meeting California's workforce demand for trained, experienced cybersecurity professionals.

**7. Job Creation for Public Sector and Commercial Enterprises**

**7.1. IBM may:**

- Collaborate with universities, colleges, and startups to create access to opportunities around employability and possible employment for AI talent,
- Execute programs that connects IBM'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.

**7.2. 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.
- Facilitate partnerships between tech companies, educational institutions, and state agencies to create AI innovation zones and job creation hubs.
- Create an AI teacher certification program to build capacity for AI education at all levels.

**7.3. 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.
- Partner with community colleges and districts, city governments and local businesses to create AI apprenticeship programs, providing hands-on experience and job placement opportunities.