MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF GOVERNOR GAVIN NEWSOM AND THE CALIFORNIA STATE UNIVERSITY

WHEREAS the California State University (CSU) is the nation's largest and most diverse public university system, serving as a model for inclusive excellence, social mobility, and educational equity; and

WHEREAS the California State University serves more than 460,000 students, more than half of whom are from underrepresented backgrounds, nearly half of whom are Pell- eligible, and more than a quarter of whom are undergraduates that are the first in their families to attend college; and

WHEREAS the California State University is consistently recognized for providing opportunities for social mobility, awarding nearly half of the state's bachelor's degrees, graduating more than 125,000 students into California's workforce annually, helping to create more than 200,000 jobs annually, and contributing \$26.9 billion to the State's economy annually; and

WHEREAS the rapid integration of AI into most sectors of the economy and educational community risks increasing socioeconomic disparities and the digital divide, sidelining students and individuals who do not have the necessary resources from important opportunities; and

WHEREAS California is the epicenter of AI innovation, boasting 35 of the top 50 AI companies globally and accounting for a quarter of the world's AI patents, academic papers, and companies; and

WHEREAS leveraging the expertise of leading technology partners to guide workforce development and training within the California State University presents an unprecedented opportunity to prepare our workforce for a diverse, Al-driven future; and

THEREFORE, CSU and the Office of Governor Gavin Newsom, Governor of the State of California ("Governor's Office"), and its agencies and departments, including the Government Operations Agency, Labor and Workforce Development Agency, and Governor's Office of Business and Economic Development (collectively, "the Parties") agree to collaborate on the CSU-Industry AI Workforce Acceleration Board, a partnership between the State of California, Al-industry partners, and the California State University to guide the equitable development of a highly skilled, diverse workforce that can drive California's Al-powered economy.

Through this collaboration among California State officials, California State University leaders and stakeholders, and Al-industry technology leaders, the CSU-Industry Al Workforce Acceleration Board will advance workforce development initiatives that align with California State University's mission of equitable access, support economic mobility, and ensure that Al-related opportunities are accessible to all Californians. The CSU-Industry Al Workforce Acceleration Board will advise on and support efforts to ensure students graduate career-ready with the skills needed to succeed in a workforce that is transformed by Al and also support the CSU's efforts to prepare its own workforce for Al. The Parties agree as follows:

1) Non-binding Nature of the MOU. This MOU is non-binding and does not create any legally binding rights or obligations and does not create any 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 including Attachment A

- 2) Term; Termination. The term of this MOU will commence on the Effective Date and will remain in effect until the earlier of (i) thirty-six (36) months, or (ii) terminated by a Party with thirty (30) days' written notice to the other parties (without any liability or obligation to any Party).
- **3) Relationship between the Parties**. This MOU does not create a joint venture, partnership, agency or other form of business association between the Parties.
- **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.** Neither Party may make any public statement regarding this MOU without the written approval of the other Party.
- **6) Governing Law.** The rights and obligations of the parties and the interpretation and performance of this MOU shall be governed by the laws of the State of California, excluding any statute which directs application of the laws of another jurisdiction.
- 7) Counterparts and Delivery. The Parties consent to electronic signatures and may execute this MOU in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
- 8) Personnel and Resources. This MOU does not involve the exchange of funds, nor does it represent any obligation of funds by any 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, at all times maintaining any preexisting employment relationship only with that Party and organization or institution, and not with any other Party.
- 9) Compliance with Applicable Laws. This MOU will be construed consistent 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.
- **10)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 resolve such differences.
- **11)Amendments.** This MOU may be modified at any time by mutual consent of the Parties. Any modification will be made in writing and specify the date on which such modification is to become effective.

[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 THE Governor's Office of Business and Economic Development	ON BEHALF OF THE California State University
DEE DEE MYERS Director	DR. MILDRED GARCÍA Chancellor of California State University
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: