

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE CITY OF RIVERSIDE, CALIFORNIA AND INSTITUTE FOR  
VETERANS & EMERGING TECHNOLOGY SKILLS (iVETS) &  
STEMWORX**

This Memorandum of Understanding (“MOU”) is made and entered into as of \_\_\_\_\_, by and between the City of Riverside, a California charter city and municipal corporation (“City” or “Riverside”), the Institute for Veterans & Emerging Technology Skills, a California 501(c)(3) nonprofit organization (“iVETS”) and Stemworx, a California public benefit corporation (“Stemworx”). The City, iVETS and Stemworx are hereinafter collectively referred to as the “Parties” and individually as “Party.”

**1. PURPOSE**

The purpose of this MOU is to establish a framework for strategic collaboration between the Parties. This MOU outlines a phased approach to:

- A. Establishing nonprofit-led workforce and program operations and applied technology lab (Phase I); and
- B. Developing a data center and related infrastructure aligned with sustainability, research, and regional economic development goals (Phase II).

**2. NON-BINDING EFFECT**

- A. This MOU is non-binding and does not create legal or financial obligations for either Party.
- B. It represents a statement of mutual intent to cooperate and may lead to future definitive agreements, subject to each Party’s internal approval processes.
- C. Any binding commitments shall be set forth in future definitive agreements, subject to all applicable approvals, including formal approval by the Riverside City Council.
- D. This MOU does not constitute project approval, financial commitment, or land use authorization, and does not grant land use entitlements or regulatory approvals.
- E. Parties may add and amend terms as necessary, in writing, to this MOU during the ongoing collaboration process.

**3. TERM**

This MOU shall become effective as of the date first written above and shall remain in effect for two (2) years, unless extended or terminated earlier by mutual written agreement.

#### **4. JOINT OBJECTIVES**

The Parties share a commitment to:

- Positioning Riverside as a regional hub for applied technology, artificial intelligence, data, and digital infrastructure
- Supporting veterans and underserved communities through workforce pipelines
- Advancing responsible, secure, and sustainable applied technology and AI development
- Aligning infrastructure growth with clean energy and environmental stewardship
- Expanding equitable access to high-quality technology careers

This collaboration aligns with the City’s economic development priorities and regional initiatives.

#### **5. IV PHASE I: iVETS WORKFORCE & PROGRAM OPERATIONS and APPLIED TECHNOLOGY LAB**

##### A. Scope

Phase I focuses on launching and scaling iVETS’ nonprofit operations within the City of Riverside, including workforce training, applied learning programs, administrative functions, and an applied technology lab.

##### B. City Support

The City expresses willingness to explore:

- Office or commercial space within Riverside city limits for iVETS operations
- Favorable lease terms or subsidized occupancy, recognizing iVETS’ nonprofit status
- Coordination with City departments to support site selection and permitting, as applicable

Nothing herein guarantees space or financial subsidy.

##### C. iVETS Responsibilities

iVETS shall:

- Maintain its 501(c)(3) status and compliance with all applicable laws
- Develop and operate workforce programs aligned with applied technology lab infrastructure needs
- Partner with public agencies, educational institutions, and industry
- Prioritize veterans and underserved communities in recruitment and placement

## **6. PHASE II: DATA CENTER & INFRASTRUCTURE DEVELOPMENT**

### **A. Scope**

Phase II contemplates the planning and potential development of a data center and related infrastructure, operated by Stemworx, with workforce integration through iVETS.

### **B. Infrastructure Planning Requirements**

Stemworx shall prepare and submit to the City:

- Facility size and space requirements
- Anticipated energy consumption and load profiles
- Specialized infrastructure needs (cooling, redundancy, security, connectivity)
- Sustainability and efficiency strategies

### **C. Utility & Energy Coordination**

The Parties agree to pursue a briefing with the City's Department of Public Utilities ("RPU"), including the RPU General Manager, to:

- Assess energy capacity and long-term planning alignment
- Explore innovative and clean energy strategies, including advanced generation technologies
- Ensure responsible infrastructure scaling

### **D. University & Innovation District Alignment**

The City acknowledges potential alignment with:

- Sustainability, research collaboration, and regional economic development goals

## **7. ROLES AND SCOPE OF COLLABORATION**

The City may:

- Facilitate introductions and coordination with relevant departments and partners
- Support site selection, permitting navigation, and workforce alignment
- Explore incentive programs or partnerships consistent with City policy

Nothing in this MOU obligates the City to approve or fund any project, provide regulatory approvals, or commit to any financial or land-use action.

iVETS shall:

- Operate workforce pipelines, recruitment, training, and placement programs
- Provide applied learning and experiential training environments
- Collaborate with educational institutions and employers
- Maintain separation from Stemworx consistent with nonprofit law
- Operate an applied technology lab

Stemworx shall:

- Design, build, modernize, and operate a data center and related infrastructure
- Provide infrastructure access for applied workforce learning where appropriate
- Uphold its public benefit commitments, including inclusive hiring and ethical artificial intelligence practices
- Conduct all transactions with iVETS at arm's length and fair market value
- Operate a data center

## **8. VII. NONPROFIT-PBC RELATIONSHIP PRINCIPLES**

The Parties acknowledge:

- iVETS and Stemworx are legally distinct entities
- No commingling of funds, assets, or governance authority
- All inter-entity transactions shall be documented and conducted at fair market value
- No private inurement or excess benefit to nonprofit insiders

## **9. VIII. GOVERNANCE, REPORTING & TRANSPARENCY**

Stemworx will periodically assess and report on its public benefit performance, including:

- Workforce outcomes
- Infrastructure impact
- Environmental stewardship
- Ethical AI and data practices

Such reporting may be shared with the City for informational purposes.

## **10. IX. ACTION ITEMS & NEXT STEPS**

The Parties agree to pursue the following:

- Confirmation of Phase I operational plan
- Drafting of Applied Technology Lab technical specifications
- Development of operating budgets for Phase I and Phase II
- Clarification of City incentives versus private obligations

## **11. GENERAL PROVISIONS**

A. Nothing in this MOU constitutes an obligation of funds, a commitment to approve a project, or authorization for use of municipal-owned land, and/or associated land use entitlements.

B. This MOU is a statement of intent only and is not enforceable as a contract.

C. Any amendments to this MOU must be made in writing and signed by both parties.

The foregoing constitutes the entire understanding of the Parties with respect to the subject matter herein. Execution by the Parties is indicated below.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

CITY OF RIVERSIDE

By: \_\_\_\_\_  
Patricia Lock Dawson  
Mayor, City of Riverside

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Assistant City Attorney

INSTITUTE FOR VETERANS & EMERGING TECHNOLOGY SKILLS, a California  
501(c)(3) nonprofit organization

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Name  
Title

STEMWORX, a California public benefit corporation

By: \_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Name  
Title