

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) is entered into this 21st day of October, 2021 by and between the Center for Innovation in Education, dba Base 11 (“B11”), a not for profit 501(c)3 corporation and Chabot-Las Positas Community College District, Las Positas College (“Accelerator Partner”), collectively referred to as the “Parties”.

RECITALS

- A. Whereas, a mutual goal of the Parties is to empower and accelerate diverse students, entrepreneurs, and early career adults on their pathway to STEM career success in the Next Frontier Industries of the 21st Century.
- B. Whereas, Base 11 has developed Next Frontier programs, facilities, events, corporate employer partnerships, and the Base 11 Digital platform, which all work together to provide students and early career adults with the **Access, Awareness & Belief** needed for accelerated STEM career success in the 21st Century!
- C. Whereas, Accelerator Partner desires to make certain Next Frontier programs, facilities, events, corporate employer partnerships, and the Base 11 Digital platform available to their own database of students and/or early career adults in order to serve as an *accelerator* for their pathway to STEM career success in the Next Frontier industries of the 21st Century.

The Parties to this Memorandum agree as follows:

1. Responsibilities of Base 11:
 - a. Base 11 will provide Accelerator Partner with a Next Frontier Initiative “Tool Kit” (See Exhibit A) designed to enable seamless access and delivery of the Next Frontier solutions to its students and/or early career adults.
 - b. Base 11 will provide Accelerator Partner with a single point of contact to coordinate the set up and ongoing (year-round) activities of the partnership.
 - c. Base 11 to list Accelerator Partner on the Base 11 Accelerator partners page on the company website.
 - d. Base will promote the Accelerator Partner’s opportunities and resources listed in Exhibit B attached to Base 11 student and/or early career adult members and partners.

2. Responsibilities of Affiliate Partner:

- a. Accelerator Partner will deploy the Next Frontier Initiative Tool Kit, in collaboration with Base 11, to *accelerate* their students and/or early career adults STEM career success in the Next Frontier industries of the 21st Century.
- b. Accelerator Partner will provide Base 11 with a single point of contact to coordinate the set up and implementation of ongoing (year-round) activities of the partnership, including student and/or early career adult recruitment, outreach and application support, marketing and communications, and joint funding development opportunities if applicable.
- c. Accelerator Partner will provide Base 11 with the required materials needed to promote the Accelerator Partner's opportunities and resources listed in Exhibit B attached to Base 11 student and/or early career adult members and partners.

3. General Terms:

- a. Term of Memorandum. This Memorandum will be in effect for 5 years from the date of signing unless superseded by a Definitive Memorandum or terminated pursuant to section 3(b).
- b. Termination. Either party may cancel this Memorandum without cause with a 60-day advance written notice. Notwithstanding the foregoing, if notice is given during an active program or course, the termination shall not be effective until those students currently enrolled have the opportunity to complete the program or course.
- c. Notices.
Any notice, demand, or request with respect to this Memorandum shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

If to Base 11:

Teniel Jones
5270 California Ave #200
Irvine, CA 92617
tenieljones@base11.com

If to Affiliate:

Name: Jonah Nicholas
Address: 7600 Dublin Boulevard, 3rd Floor
City/State/Zip: Dublin, CA, 94568
Email: jnicholas@clpccd.org

- d. No Joint Venture. This Memorandum does not create a joint venture, partnership or agency relationship between the parties and neither party has the authorization or right to bind the other party to any obligation of any sort or nature whatsoever without such party's express written consent. Use of the term "partner" or "partnership" refers to the Parties' willingness to work with and assist each other and is not intended to create a legal partnership entity under statutory or common law.
- e. Mutual Indemnification. Affiliate Partner and Base 11 agree to defend, indemnify and hold harmless each other from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its directors, officers, agents, or employees.
- f. Use of Logos and Trademarks. Affiliate Partner will provide Base 11 with specific language describing the relationship between Base 11 and Affiliate Partner to be used in its marketing, recruitment, and publicity materials. Base 11 and Affiliate Partner will submit to each other's Marketing Departments all materials that use the other Party's name and/or logo for review and approval prior to publication in a print or online format. No other use may be made of the other Party's logos and trademarks. Each Party shall retain all ownership rights in their respective logos and trademarks.
- g. Media Publications. Both Parties will collaborate on any public announcements, press inquiries and media-related activities related to the agreement or the services provided through the agreement. Base 11 will designate a contact person to work with the Affiliate Partner's Director of Marketing and Communications on media and marketing issues.
- h. Entire Memorandum. This Memorandum constitutes the entire Memorandum and understanding of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, commitments and writings, and there are no other Memorandums of Understanding, oral or written, between the parties with respect to the subject matter hereof. This Memorandum may not be amended, altered or modified except in writing signed by the parties.
- i. Modifications of this Agreement. This Agreement may only be modified by written consent and executed by both Parties. Also, consent may not be withheld without reasonable justification.

"B11"
Center For Innovation In Education
dba Base 11

By:
 Its:

Affiliate Partner
Partner Name: Chabot-Las Positas Community
 College District, Las Positas
 College

By:
 Its:

Exhibit A

Please see our NFI Accelerator Toolkit linked [here](#).

Exhibit B

Please link any promotional toolkit you wish to share.