FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to the Memorandum of Understanding ("this Amendment"), dated the 13th day of March, 2017 (Effective Date), is made between Western Kentucky University ("WKU") and Western Kentucky University Research Foundation ("WKURF").

BACKGROUND

WHEREAS, WKU and WKURF are parties to a Memorandum of Understanding, dated July 24, 2014 ("the Original Agreement"); and

WHEREAS, the parties desire to amend the terms of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are herby acknowledged, the parties, intending to be legally bound hereby agree as follows:

- Section 1. AMENDMENT. Sections A and B of the Recitals of the Original Agreement are hereby amended and shall read as follows:
 - A. WKU is the recipient of a grant from the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start ("OHS"), for the operation of a Head Start Program at WKU and delegate programs in Owensboro and Murray, Kentucky (collectively, the "Program"). The Program has been operated under the name of "WKU Child Care Consortium", or "WKUCCC".
 - B. By resolution approved on 10/21/11, the WKU Board of Regents delegated oversight responsibilities related to program governance and Head Start/Early Head Start program improvement as detailed broadly in WKURF Board bylaws and specifically in WKUCCC governance policies and procedures, and as authorized by 45 CFR 1301.2 (c).
 - **Section 2.** AMENDMENT. Section 5, entitled Notices, of the Original Agreement is hereby amended and shall read as follows:
 - 5. Notices: All notices and reports relating to this MOU shall be in writing and sent by mail or facsimile, as follows:

TO WKU:

President Gary Ransdell Western Kentucky University 1906 College Heights Blvd. Bowling Green, KY 42101 Copy to: Deborah Wilkins Western Kentucky University 1906 College Heights Blvd. Bowling Green, KY 42101

TO WKURF:

Dr. Cheryl Stevens

Western Kentucky University 1906 College Heights Blvd. Bowling Green, KY 2101

Copy to: Laura M. Hagan

1025 State St.

Bowling Green, KY 42101

Each of the representatives executing this Agreement below represents that he/she is authorized and empowered to bind his/her company to the terms and conditions of this Agreement.

WESTERN KENTUCKY UNIVERSITY

WESTERN KENTUCKY UNIVERSITY

RESEARCH FOUNDATION

Cheryl L Stevens By: Dr. Cheryl Stevens, President of WKURF