MEMORANDUM OF UNDERSTANDING (MOU) AMENDMENT

This amendment is made to that agreement NISGTC-217804 previously executed by and between Collin County Community College District, hereinafter called "Administrative Entity" and Del Mar College NISGTC- 217804, hereinafter called "Consortium Partner".

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Appendix E: Department of Labor, Grant Award Agreement #TC-22525-11-60-A-48 including Solicitation for Grant Application, Part I-Statement of Work, Part II-Budget Information, Part III- Assurances/Certifications and Part IV- Special Clauses and Conditions and Attachments is changed [effective September 30, 2013] to reflect: Equipment over $5K approvals and Consortium partners approved budget changes for Modification 5.

Appendix E: Department of Labor, Grant Award Agreement #TC-22525-11-60-A-48 including Solicitation for Grant Application, Part I-Statement of Work, Part II-Budget Information, Part III- Assurances/Certifications and Part IV- Special Clauses and Conditions and Attachments is changed [effective January 28, 2014] to reflect: Consortium partners approved budget changes for Modification 6, which supersedes any previous budget changes, including Modification 5.

Curriculum Clause: Per the requirement Intellectual Property Rights Section IV. E.4 of the SGA, “As a condition of the receipt of a Trade Adjustment Assistance Community College and Career Training Grant ("Grant"), the Grantee will be required to license to the public (not including the Federal Government) all work created with the support of the grant ("Work") under a Creative Commons Attribution 3.0 License ("License").” The Consortium Partner declares that all curriculum it creates using Department of Labor TAACCCT grant #TC-22525-11-60-A-48 funds meets the Intellectual Property Rights requirements. This curriculum must be copyright-free, and the Consortium Partner assumes all legal liability for such curriculum.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

AUTHORIZING SIGNATURES:

_________________________________   ___________________________________
Cary A. Israel, President                  Dr. Mark Escamilla, President
Collin County Community College District   Del Mar College

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Date Signed                        Date Signed