

DONATION AGREEMENT
BY AND BETWEEN BILL &
MELINDA GATES FOUNDATION
AND TEXAS WORKFORCE
COMMISSION

This Donation Agreement (“Agreement”) dated August 26, 2022 (“Effective Date”), is entered into by and between the Bill & Melinda Gates Foundation (“Donor”) located at P.O. Box 23350 Seattle, Washington 98102, and the Texas Workforce Commission (“TWC,” “Commission,” “agency”) hereinafter

referred to collectively as “the Parties” for the purpose of addressing donated products, services and or monetary donations as detailed herein.

RECITALS

This Donation Agreement is made and entered into based on the following facts and understandings of the Parties hereto:

- A. The Parties are acting in accordance with 40 Texas Administrative Code §800.9, Texas Labor Code §301.021 and §551.073 & §575.005 of the Texas Government Code that allows the Commission to accept a donation of services or money that it determines furthers the lawful objectives of the Commission.

- B. Donor desires to donate: Funds to 3Si to assist the interagency team with analysis of the early childhood data landscape in Texas to support the exploration of an Early Childhood Integrated Data System to better coordinate early childhood data. This will be a direct cost-free benefit to TWC and build upon various agency tools that enhance our ability to serve our customers effectively and efficiently. _____

AGREEMENT

SECTION 1. DONATION

1.1 Product and Services - Donor will donate the following: Funds to support analysis of the early childhood data landscape. This is a donation of funds to a third party that will be used to provide analysis that will be a direct cost-free benefit to TWC and build upon various agency tools that enhance our ability to serve our customers effectively and efficiently.

1.2 Monetary Donation – Donor will donate the following: up to \$160,000, Cash _____ Check _____ Other _____

1.3 Statement of Value – Donor attests the donation has a value of \$160,000.

1.4 Fees – Donor will pay all fees associated with the donated Product and or Services.

1.5 Transfer – Donor agrees to donate the Product and or Services and or a monetary donation to TWC and TWC agrees to accept the donated Product and or Services and or monetary donation from the Donor on the terms and conditions set forth herein.

1.6 Purpose of the Donation – The Parties agree that the purpose of the Donation is to further the lawful objectives of TWC. The Donation will build upon various agency tools that enhance our ability to serve our customers effectively and efficiently.

1.7 Restrictions – The Parties agree the donated Product, Services or Monetary donation may be used at TWC’s discretion, provided they are used in accordance with any agreements that are attached hereto and incorporated herein, for the benefit of individuals seeking assistance from TWC and that the Product and or Service is not re-sold. The grant agreement between the Bill & Melinda Gates Foundation and Third Sector Intelligence Inc is attached to the end of this document.

1.8 Donor’s Representations and Warranties:

1.8.1 Ownership and Authority. Donor represents and warrants that it owns the Product and or Services and or the monetary donation is legal, and the Donor is authorized to use the payment method selected.

1.9 Administration of Donation – TWC will use the Donation in accordance with the Purpose and restrictions specified by the Donor, to the extent possible, and in accordance with any local, state, and federal laws. In no event shall Donations be used for purposes not within the Agency’s statutory authority.

SECTION 2. GENERAL PROVISIONS

2.1 Parties – This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

2.2 Relationship of the Parties – Notwithstanding any provision to the contrary in this Agreement, the Parties agree that their relationship with respect to the donation contemplated herein is one of Donor and TWC, as Donee, only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such donation.

2.3 No Third-Party Beneficiaries – The Agreement is made solely and specifically for the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Agreement as a third-party beneficiary or otherwise.

2.4 Notices – Any notices or communications required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage repaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section, (d) telecopied to the Fax number of the party set forth in this Section, or (e) by e-mail communication. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender, or via e-mail, or (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donor at:

Bill & Melinda Gates Foundation

500 5th Ave_N

Seattle, WA 98109

Attention: Snow Li

Email: snow.li@gatesfoundation.org

If to TWC:

Texas Workforce Commission
101 East 15th Street,
Austin, Texas 78778
Attention: Allison Wilson
Email: allison.wilson@twc.texas.gov

With a Copy to:

Texas Workforce Commission
101 East 15th Street, Ste. 618
Austin, Texas 78778
Attention: Les Trobman, General Counsel
Email: les.trobman@twc.texas.gov

2.5 Entire Agreement – This Donation Agreement contains the entire agreement between the Parties concerning the Donation and supersedes all prior written or oral agreements between the Parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing signed by both the Donor and TWC.

2.6 Severability – If any provision of the Agreement is construed to be illegal or invalid, such construction will not affect the legality or validity of any other provisions. The illegal or invalid provision will be deemed severable and stricken from the Agreement as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

2.7 Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

2.8 Sovereign Immunity – No provision of this Agreement is in any way intended to constitute a waiver by TWC or the State of Texas of any immunities from suit or from liability that TWC or the State of Texas may have by operation of law.

2.9 Headings – The headings and Section numbers of this Agreement are for the purpose of reference only and shall not affect or define the meanings hereof.

2.10 Execution – This Agreement shall become binding when signed by the Donor and TWC as indicated below and approved by the Commission. The Parties represent that they have taken all steps required by law or otherwise necessary to enter into this Agreement and that the individuals executing this Agreement have been granted full authority to do so by their respective organizations and that his or her signature is fully sufficient to bind their respective organizations, except that TWC’s obligations herein are subject to approval by the Commission. This Agreement may be executed in signed multiple originals all of which together constitute one and the same instrument with a signed original being retained by each party.

TEXAS WORKFORCE COMMISSION

BILL & MELINDA GATES FOUNDATION

By:  _____

Name: Edward Serna

Title: Executive Director

By: *Snow Li* _____

Name: Snow Li

Title: Program Officer

BILL & MELINDA GATES foundation

GRANT AGREEMENT Investment ID INV-045125

AGREEMENT SUMMARY & SIGNATURE PAGE

GRANTEE INFORMATION	
Name:	Third Sector Intelligence Inc
Tax Status:	Not exempt from federal income tax under U.S. IRC § 501(c)(3) You confirm that the above information is correct and agree to notify the Foundation immediately of any change.
Expenditure Responsibility:	This Agreement is subject to "expenditure responsibility" requirements under the U.S. Internal Revenue Code.
Mailing Address:	810 Third Ave #258, Seattle, Washington 98104, USA
Primary Contact:	Chris Strausz-Clark, Managing Principal, csclark@team3si.com

FOUNDATION INFORMATION	
Mailing Address:	P. O. Box 23350, Seattle, Washington 98102, USA
Primary Contact:	Snow Li, Program Officer, Early Learning Data Systems, snow.li@gatesfoundation.org

AGREEMENT INFORMATION	
Title:	TX EL Data Landscaping Analysis
"Charitable Purpose":	to complete a high-level data landscape analysis of Texas' early childhood data systems
"Start Date":	Date of last signature
"End Date":	December 31, 2022
This Agreement includes and incorporates by this reference:	This Agreement Summary & Signature Page and: <ul style="list-style-type: none"> Grant Amount and Reporting & Payment Schedule (Attachment A) Terms and Conditions (Attachment B) Investment Document (date submitted 05-04-2022) Budget (date submitted 05-04-2022)

THIS AGREEMENT is between Third Sector Intelligence Inc ("*3SI*", "*You*" or "*Grantee*") and the Bill & Melinda Gates Foundation ("*Foundation*"), and is effective as of date of last signature. Each party to this Agreement may be referred to individually as a "*Party*" and together as the "*Parties*." As a condition of this grant, the Parties enter into this Agreement by having their authorized representatives sign below.

BILL & MELINDA GATES FOUNDATION

THIRD SECTOR INTELLIGENCE INC

By: Snow Li

By:

Title: Program Officer, Early Learning Data Systems

Title:

Date

Date

GRANT AGREEMENT
Investment ID INV-045125

ATTACHMENT A
GRANT AMOUNT AND REPORTING & PAYMENT SCHEDULE

GRANT AMOUNT

The Foundation will pay You the total grant amount specified in the Reporting & Payment Schedule below. The Foundation's Primary Contact must approve in writing any Budget cost category change of more than 10%.

REPORTING & PAYMENT SCHEDULE

Payments are subject to Your compliance with this Agreement, including Your achievement, and the Foundation's approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. The Foundation may, in its reasonable discretion, modify payment dates or amounts and will notify You of any such changes in writing.

REPORTING

You will submit reports according to the Reporting & Payment Schedule using the Foundation's templates or forms, which the Foundation will make available to You and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments You are making to get back on track. Please notify the Foundation's Primary Contact if You need to add or modify any targets or milestones. The Foundation must approve any such changes in writing. You agree to submit other reports the Foundation may reasonably request.

REPORTING & PAYMENT SCHEDULE				
<i>Investment Period</i>	<i>Target, Milestone, or Reporting Deliverable</i>	<i>Due By</i>	<i>Payment Date</i>	<i>Payment Amount (U.S.\$)</i>
	Countersigned Agreement		Within 15 days after receipt of countersigned Agreement	\$299,911.00 Workstream 1 (TX Data Landscaping Analysis: \$160,000.00) Workstream 2 (Public Report on ECIDS Best Practices: \$139,911.00)
Start Date to December 31, 2022	ER Final Report	February 28, 2023		
Total Grant Amount				\$299,911.00

GRANT AGREEMENT
Investment ID INV-045125

ATTACHMENT B
TERMS & CONDITIONS

This Agreement is subject to the following terms and conditions.

PROJECT SUPPORT

PROJECT DESCRIPTION AND CHARITABLE PURPOSE

The Foundation is awarding You this grant to carry out the project described in the Investment Document ("*Project*") in order to further the Charitable Purpose. The Foundation, in its discretion, may approve in writing any request by You to make non-material changes to the Investment Document.

EVALUATION

You agree to notify the Foundation and provide copies of any reports or findings if You conduct or commission any research or evaluation regarding the Project. If You are selected to participate in Foundation-funded research or evaluation relating to the Project, You agree to: (a) designate a primary point of contact; (b) cooperate with the Foundation's evaluation partner as reasonably required to implement an evaluation plan; and (c) provide or facilitate the collection of data as reasonably required; and (d) permit dissemination of resulting reports or finding.

MANAGEMENT OF FUNDS

USE OF FUNDS

You may not use funds provided under this Agreement ("*Grant Funds*") for any purpose other than the Project. You may not use Grant Funds to reimburse any expenses You incurred prior to the Start Date. At the Foundation's request, You will repay any portion of Grant Funds and/or Income used or committed in material breach of this Agreement, as determined by the Foundation in its discretion.

INVESTMENT OF FUNDS

You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project. Together with any progress or final reports required under this Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest or other income generated by the Grant Funds (collectively, "*Income*"). Any Income must be used for the Project.

SEGREGATION OF FUNDS

You must maintain Grant Funds in a physically separate bank account or a separate bookkeeping account maintained as part of Your financial records and dedicated to the Project.

GLOBAL ACCESS

GLOBAL ACCESS COMMITMENT

You will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. Your Global Access commitments will survive the term of this Agreement. "*Funded Developments*" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "*Background Technology*" means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by You or a third party prior to or outside of the Project used as part of the Project. "*Global Access*" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of the U.S. educational system and public libraries, as applicable to the Project.

HUMANITARIAN LICENSE

Subject to applicable laws and for the purpose of achieving Global Access, You grant the Foundation a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by You, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. You confirm that You have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. You must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, You must promptly make available the Funded Developments and Essential Background Technology to the Foundation for use solely under this license. If You demonstrate to the satisfaction of the Foundation that Global Access can best be achieved without this license, the Foundation and You will make good faith efforts to modify or terminate this license, as appropriate.

PUBLICATION

Consistent with Your Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by the Foundation, You will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by the Foundation in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If You seek Publication in a peer-reviewed journal, You agree to adhere to the Foundation's Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. You will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

INTELLECTUAL PROPERTY REPORTING

During the term of this Agreement and for 5 years after, You will submit upon request annual intellectual property reports relating to the Funded Developments, Background Technology, and any related agreements using the Foundation's templates or forms, which the Foundation may modify from time to time.

SUBGRANTS AND SUBCONTRACTS

SUBGRANTS AND SUBCONTRACTS

You may not make subgrants under this Agreement. You have the exclusive right to select subcontractors to assist with the Project.

TRAVEL STIPENDS AND CONFERENCE FEES

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of the Foundation. Foundation trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

RESPONSIBILITY FOR OTHERS

You are responsible for (a) all acts and omissions of any of Your trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

PROHIBITED ACTIVITIES

ANTI-TERRORISM

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions (currently, Cuba, Iran,

Syria, North Korea, and the Crimea Region and so-called Luhansk and Donetsk People's Republics of Ukraine), including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Foundation in its sole discretion.

ANTI-CORRUPTION; ANTI-BRIBERY

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Foundation or the Project, including by assisting any party to secure an improper advantage. Training and information on compliance with these requirements are available at www.learnfoundationlaw.org.

POLITICAL ACTIVITY AND ADVOCACY

You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You may not use Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with lobbying, gift, and ethics rules applicable to the Project. The Foundation is not retaining or employing You to engage in lobbying activities.

OTHER

PUBLICITY

A Party may publicly disclose information about the award of this grant, including the other Party's name, the total amount awarded, and a description of the Project, provided that a Party obtains prior written approval before using the other Party's name for promotional purposes or logo for any purpose. Any public disclosure by You or Your subgrantees, subcontractors, contingent workers, agents, or affiliates must be made in accordance with the Foundation's then-current brand guidelines, which are available at: www.gatesfoundation.org/brandguidelines.

LEGAL ENTITY AND AUTHORITY

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Foundation immediately if any of this changes during the term of this Agreement.

COMPLIANCE WITH LAWS

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

COMPLIANCE WITH REQUIREMENTS

You will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, state, local, institutional, and school district or school network standards ("*Requirements*"). You will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of Your annual progress report to the Foundation, You must report whether the Project activities were conducted in compliance with all Requirements.

If the Project involves:

- a. any protected information (including personally identifiable, protected health, or third-party confidential), You will not disclose this information to the Foundation without obtaining the Foundation's prior written approval and all necessary consents to disclose such information; and/or
- b. children, students, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects.

Any activities by the Foundation in reviewing documents and providing input or funding does not modify Your responsibility for determining and complying with all Requirements for the Project.

RELIANCE

You acknowledge that the Foundation is relying on the information You provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. You represent that the Foundation may continue to rely on this information and on any additional information You provide regarding activities, progress, and Funded Developments.

TERM AND TERMINATION

TERM

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Foundation, in its discretion, may approve in writing any request by You for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

TERMINATION

The Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Foundation reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement.

RETURN OF FUNDS

Any Grant Funds, plus any Income, that have not been used for, or committed to, the Project upon expiration or termination of this Agreement, must be returned promptly to the Foundation.

MONITORING, REVIEW, AND AUDIT

The Foundation may monitor and review Your use of the Grant Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess Your organization's governance, management and operations, discuss Your program and finances, and review relevant financial and other records and materials. In addition, the Foundation may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Grant Funds have been fully spent. Any onsite visit or audit shall be conducted at the Foundation's expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

INTERNAL OR THIRD PARTY AUDIT

If during the term of this Agreement You are audited by your internal audit department or by a third party, You will provide the audit report to the Foundation upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan*"). The Remediation Plan must include (a) details of actions You will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

RECORD KEEPING

You will maintain complete and accurate accounting records and copies of any reports submitted to the Foundation relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Foundation's request, You will make such records and reports available to enable the Foundation to monitor and evaluate how Grant Funds have been used or committed.

SURVIVAL

A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

GENERAL

ENTIRE AGREEMENT, CONFLICTS, AND AMENDMENTS

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and the Investment Document this Agreement will prevail. Except as specifically permitted in this

Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Foundation's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.