

STATE OF TEXAS §  
 COUNTY OF TRAVIS §

Division Number: 110	Program Name: Permanent School Fund
Org. Code: 701	Legal/Funding Authority: Texas
Speed Chart: 4A026	Constitution, Article VII
Payee Name: Moody's Analytics, Inc.	Payee ID: 1133851829
ISAS Contract #: 2884	PO #:

Amendment No. 1

**AMENDMENT TO  
 STANDARD CONTRACT  
 BETWEEN  
 TEXAS EDUCATION AGENCY  
 AND**

Moody's Analytics, Inc.  
 NAME OF CONTRACTOR

7 World Trade Center, 250 Greenwich Street, New York, NY 10007  
 MAILING ADDRESS INCLUDING ZIP CODE

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered contract to amend said contract effective upon execution as follows:

- 1). Appendix 1 is revised to incorporate the delivery of an additional data feed and the total cost of the contract is adjusted as delineated in the attached Appendix and Moody's Analytics Order Form. Special Provisions A are also included herein in modified form.

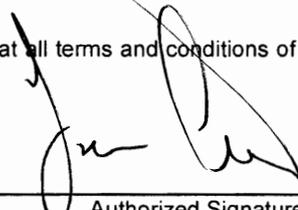
Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of TEA or that Contractor has not been an employee of TEA for twelve (12) months prior to the beginning date of this contract.

Contractor must make full disclosure of intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Contractor for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

All other terms and conditions of the original contract remain the same and are incorporated herein as if specifically written.

It is agreed and accepted by a person authorized to bind Contractor that all terms and conditions of this amendment are effective commencing on the above date.

Typed Name: Lawrence Costello  
 Typed Title: Senior Director

  
 \_\_\_\_\_  
 Authorized Signature

<b>This section reserved for Agency use.</b>	
I, an authorized official of Agency, hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.	
AGREED and accepted on behalf of Agency this <u>8<sup>th</sup></u> day of <u>October 2013</u> (month/year) by a person authorized to bind Agency.	
Return three (3) copies with original signature to:	
Catherine A. Civiletto Texas Permanent School Fund Texas Education Agency 400 West 15 <sup>th</sup> Street, Suite 1100 Austin, Texas 78701 512.463.9201	 Shirley Beaulieu, Associate Commissioner Finance/ CFO

**APPENDIX 1**

Revised Effective 09/01/2013 to Add Additional Products

A. The definition of terms in the General Provisions are incorporated herein.

B. Description of Services/Activities:

Contractor offers a non-exclusive and non-transferable license to use the Information described herein for TEA's internal business purposes, and only at the site or premises and within the division, department and/or business unit, and only by the number of individual users (each, a "User") as is listed here and on the Order Form included under Special Provisions A.

**Products and Services Ordered:**

Moody's Global Credit Research Program, including the following: Participation in Moody's teleconferences and briefings, access to Moody's analysts and delivery of Moody's Research Services for the Asset Classes indicated below via the Internet at [www.moodys.com](http://www.moodys.com)

**Existing Product Delivery: (January 1, 2012)**

- CreditView – Corporate – Investment Grade \$50,400.00 per year with annual price increases as noted below

**New Product Added: (January 1, 2014)**

- CreditView – CLO & Structured Credit \$18,253.00 for one year beginning January 1, 2014

License is limited to access for 5 Users, at the Texas Permanent School Fund Investments Department located at 400 West 15<sup>th</sup> Street, Suite 1100, Austin, TX 78701. Use of CreditView – CLO & Structured Product is being provided to TEA free of charge for the period between September 23, 2013 and December 31, 2013, the "trial period".

C. **Invoicing cycles** under this contract are defined to align with the TEA fiscal cycle which runs from September 1<sup>st</sup> to August 31<sup>st</sup> of each year. Two invoices are expected to be received each calendar year for services to be paid for in advance.

**Initial Term of Contract:** Beginning January 1, 2012 and Ending December 31, 2014:

Fiscal Cycle	Dates		Fees	
	From	To	Credit View – Corporate Investment Grade	Credit View – CLO & Structured Credit
1	01/01/2012	08/31/2012	\$50,400 prorated for 8 months	NA
2a	09/01/2012	12/31/2012	\$50,400 prorated for 4 months	NA
2b	01/01/2013	08/31/2013	\$50,400 plus a 3.8% price increase - \$52,300 prorated for 8 months	NA
3a	09/01/2013	12/31/2013	\$52,300 prorated for 4 months	NA
3b	01/01/2014	08/31/2014	\$52,300 plus a 4.3% price increase - \$54,548.90 prorated for 8 months	\$18,253 prorated for 8 months
4a	09/01/2014	12/31/2014	\$54,548.90 prorated for 4 months	\$18,253 prorated for 4 months

D. No funds shall be used to pay for food costs (i.e., refreshments, banquets, group meals, etc.) unless requested as a specific line item in the contract fee schedule in Appendix 1 by the Contractor and approved (prior to expenditures occurring) by TEA.

- E. Payment will be made upon submission of properly prepared and certified invoices which detail the services provided during the invoice period and associated costs. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Payee Identification Number (PIN) on all invoices/expenditure reports. The information provided on the invoice must coincide with the fee schedule detailed herein. Invoices should be delivered electronically to the following two mail boxes at TEA:

[TEAAccountspayable@tea.state.tx.us](mailto:TEAAccountspayable@tea.state.tx.us)  
[PSFInvoices@tea.state.tx.us](mailto:PSFInvoices@tea.state.tx.us)

- F. Payment for goods or services purchased with State-appropriated funds is made by warrant (check) or by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an agency must be mailed or transmitted electronically to the vendor no later than 30 days after the later of:

- (1) the day on which the agency received the goods;
- (2) the date the performance of the service under the contract is completed; or
- (3) the day on which the agency received the complete and correct invoice for goods or services.

Additional information and a Direct Deposit Authorization application may be found at:  
<https://fm.xcpa.state.tx.us/fm/payment/index.php>.

**SPECIAL PROVISIONS - A**

The parties have agreed to changes in some of the General Provisions in the Original Contract. Each of these changes as set forth below shall apply to this Contract notwithstanding anything to the contrary in any other provision in this Contract.

1. Paragraph S **Excluded Parties List System** is hereby deleted and replaced with the following: "The Texas Education Agency is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.whitehouse.gov/news/orders>). That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.Sam.gov>.
2. The attached document is of a program nature and is incorporated herein by reference and is therefore made part of this contract:

Moody's Analytics Order Form

**Moody's Analytics, Inc.**

TEA Notes to Contract  
As of September 1, 2013

Recap of Funding Over the Life of the Contract  
For TPSF Division of TEA

<b>Description</b>	<b>Dates</b>	<b># of Years</b>	<b>Amendment #</b>	<b>Amount</b>
Initial Term of Contract	01/01/2012 - 12/31/2014	3		\$175,501.90
First Renewal	01/01/2015 – 12/31/2015	1	1	
Second Renewal	01/01/2016 – 12/31/2016	1	2	

(212) 553-4184  
Attn: Tiffany Penna



**ORDER FORM**

The undersigned subscriber ("Subscriber") hereby requests **Moody's Analytics, Inc.** ("Moody's") to furnish to Subscriber, the publications, services, data, software and other products as are indicated below and, in consideration thereof, agrees to pay to Moody's the corresponding fees set forth below.

**Products and Services Ordered:**

Moody's Global Credit Research Program, including the following: Participation in Moody's teleconferences and briefings, access to Moody's analysts, and delivery of Moody's research services for the asset classes indicated below via [www.moody.com](http://www.moody.com).

- CreditView - CLOs & Structured Credit \$18,253.00

*License is limited to access for 5 User(s), at the department and premises specified below. Each User is assigned a specific password to access and use the products and/or services described above (the "Information", as further defined in the Terms of Agreement). The Information and associated password(s) may only be used on behalf of the Subscriber.*

*Use of the Product set forth above is being provided to Subscriber free of charge for the period between September 23, 2013 to December 31, 2013, the 3 months prior to the start of the Initial Term (the Trial Period).*

<b>Effective Date:</b> 1/1/2014	<b>Initial Term:</b> One Year
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<b>TOTAL</b>	\$18,253.00 Plus Applicable Taxes
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By executing this Order Form, Subscriber and Moody's each agree to, and confirm their intent to be bound by, all the terms hereof, including the Terms of Agreement entered into between **Moody's Analytics, Inc.** and **Texas Permanent School Fund** dated effective 1/1/2012 which shall be incorporated herein and shall govern the provision of all Information hereunder. Each party agrees that facsimile, digitally scanned or other electronic copies of signatures shall be valid and binding as originals.

Signed By:

ACCEPTED BY:

**SUBSCRIBER:**

**Moody's Analytics, Inc.**

**Texas Permanent School Fund**  
Dept: Investments  
1701 North Congress Avenue  
~~Suite 5-120~~  
Austin, Texas 78701-1494  
Attn : Mark Shewmaker

Signature:

Signature:

By:

Authorized Officer

Shirley Beaulieu

By:

Authorized Officer

Lawrence Costello

Date:

10-8-13

Date:

9/27/13

Please provide billing information if different from above.

Company Name:	
Billing Contact:	
Address:	
Phone:	
Fax:	
Email:	Send Invoices to:

TEA ~~Accounts payable~~ @ tea.state.tx.us  
PSF Invoices @ tea.state.tx.us