

STATE OF TEXAS §

COUNTY OF TRAVIS §

<b>Division Number:</b> 110	<b>Program Name:</b> Permanent School Fund
<b>Org. Code:</b> 701	<b>Legal/Funding Authority:</b> Texas
<b>Speed Chart:</b>	Constitution, Article VII
<b>Payee Name:</b> S&P Dow Jones Indices LLC	<b>Payee ID:</b> 161-1688006
<b>ISAS Contract #:</b> 2883B	<b>PO #:</b> 34449

Amendment No. 3

**AMENDMENT No. 3 TO TEXAS EDUCATION AGENCY CONTRACT TITLED  
"INDEX DATA SERVICES ATTACHMENT TO THE MASTER SUBSCRIPTION AGREEMENT"  
(referred to herein as the "IDSA")  
BETWEEN TEXAS EDUCATION AGENCY (TEA) AND**

S&P Opco, LLC ( a subsidiary of and licensing agent for S&P Dow Jones Indices LLC and the successor to the Standard & Poor's Financial Services LLC)

NAME OF CONTRACTOR

55 Water Street, 27<sup>th</sup> Floor New York, NY 10041

MAILING ADDRESS INCLUDING ZIP CODE

WHEREAS, the above-referenced parties have entered into the IDSA;

WHEREAS, the parties have also entered into Amendment No. 1, effective September 1, 2013 and Amendment No. 2, effective November 1, 2014;

WHEREAS, the parties now desire to further amend and modify the IDSA;

NOW THEREFORE, the parties hereby agree to amend the IDSA effective as of September 1, 2015, as follows:

1. This Amendment No. 3, Amendment No. 2 and Amendment No.1 and the IDSA shall hereafter be known as the "Attachment."
2. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Prior Attachment.
3. Term.
  - (a) It is mutually understood and agreed by and between the undersigned contracting parties that term of this Amendment No. 3 shall commence on September 1, 2015 (the "Amendment No. 3 Effective Date") and shall continue in effect coterminous with the term of the IDSA.
  - (b) Notwithstanding anything contained in Section C of the IDSA, the parties hereto hereby agree to extend the term of the IDSA for a period of two (2) years which shall commence on the Amendment No. 3 Effective Date and end on August 31, 2017 (no automatic renewal).
  - (c) The parties acknowledge and agree that the Pricing Schedule dated as of September 1, 2013 terminated as of August 31, 2015 and is of no further force and effect. The Pricing Schedule attached hereto as Appendix 1 is effective as of the Amendment No. 3 Effective Date.
4. Fees. During the term of the IDSA as specified in Section 3 above, TEA shall pay the following fees to Contractor:

<b>CONTRACTOR SERVICES</b>	<b>FEE</b>	<b>TERM</b>
S&P US Index Data (DTUSA) in – BRS Aladdin	\$0.00/year	September 1, 2015 through August 31, 2017
S&P US Index Data via Bloomberg	\$0.00/year	September 1, 2015 through August 31, 2017
S&P US Index Data via SPICE	\$0.00/year	September 1, 2015 through August 31, 2017
S&P US Index Data via Factset	\$25,000.00/year	September 1, 2015 through August 31, 2017
S&P US Index Data via Barra	\$25,000.00/year	September 1, 2015 through August 31, 2017
S&P US Index Alert via FTP	\$13,350.00/year	September 1, 2015 through August 31, 2017

The above-referenced fees are also listed on Contractor's Pricing Schedule which is attached hereto as Appendix 1 and incorporated herein by this reference. The fees for S&P US Index Data via BRS Aladdin, SPICE and Bloomberg (\$0) are contingent upon TEA's fee subscription for S&P US Index Data via FactSet, Barra, and FTP. Subject to the applicable terms of the MSA, the Contract, and any other modifications to the scope of license or use of the above referenced Service that may occur during the term of the Attachment, the fees set forth immediately above shall remain in effect for the-above referenced term of the Attachment.

3. Miscellaneous. The following Contractor obligations in Section 6(a) through (d) below shall apply to the extent required by applicable law:
  - (a) Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies, to the best of its knowledge, that it (1) is not a former employee of TEA and (2) Contractor has not been an employee of TEA for twelve (12) months prior to the beginning date of this Amendment No. 2.
  - (b) Pursuant to Section 2252.901 of the Texas Government Code, Contractor shall, subject to its reasonable confidentiality requirements, use reasonable efforts to make full disclosure of its intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Pursuant to Section 2252.901 of the Texas Government Code, within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Contractor for employment or subcontracting, shall not (1) perform services on a project or (2) fill a position that the former employee/retiree held while s/he was employed at TEA.
  - (c) Excluded Parties List System: Contractor certifies, to the best of its knowledge, that Contractor is in compliance with State of Texas statutes and rules relating to its provision of the Service hereunder and that Contractor is not listed on the federal government terrorism watch list as described in Executive Order 13224.
  - (d) Audit. See Section H of the ISDA.

For the avoidance of doubt, the parties agree that in the event of the occurrence of an audit or investigation, as referenced in Section 6(d) hereinabove, such audit or investigation shall be conducted pursuant to the terms of applicable law.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. CONTINUED ON NEXT PAGE]**

Except as amended herein, all other terms and conditions of the IDSA, Amendment No. 1, and Amendment No. 2 shall remain the same and are incorporated herein as if specifically written. In the event of any conflict between the terms and conditions of this Amendment No 3 and the terms and conditions of the IDSA the terms and conditions of this Amendment No. 3 shall prevail.

It is agreed and accepted by a person authorized to bind Contractor that all terms and conditions of this Amendment No. 3 are effective commencing on the Amendment No. 3 Effective Date.

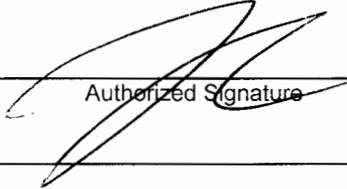
**S&P Opco, LLC**

Typed Name:

Bo Chung

Typed Title:

Managing Director

  
Authorized Signature

**This section reserved for Agency use.**

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 31st day of August 2015 (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

Standard and Poor's Financial Services LLC  
Succeeded by S&P Opco, LLC  
**Index Data Services**

TEA Notes to Contract  
As of September 1, 2015

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	09/01/2011– 08/31/2013	2	NA	\$126,700.00
First Renewal	09/01/2013 – 08/31/2015	2	1 and 2	\$126,700.00
Second Renewal	09/01/2015 – 08/31/2017	2	3	\$126,700.00

APPENDIX 1 TO AMENDMENT NO. 3 TO  
TEXAS EDUCATION AGENCY CONTRACT TITLED  
"INDEX DATA SERVICES ATTACHMENT TO THE MASTER SUBSCRIPTION AGREEMENT"  
(referred to herein as the "IDA")  
BETWEEN TEXAS EDUCATION AGENCY ("TEA") AND  
S&P OPCO, LLC

**S&P DOW JONES  
INDICES**

**INDEX DATA PRICING SCHEDULE**

This Index Data Pricing Schedule ("Pricing Schedule") to the Index Data Services Attachment with a Commencement Date as set forth below (the "Attachment") is entered into as of the Commencement Date set forth below by and between S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC and the successor to Standard & Poor's Financial Services LLC), a Delaware limited liability company ("S&P") and the Subscriber named below.

SUBSCRIBER NAME AND ADDRESS: Texas Education Agency, William B. Travis Building, 1701 N. Congress Avenue, Austin, TX 78701

INTERNAL CONTRACT NUMBER OF THE AGREEMENT: 00007157 INTERNAL CONTRACT NUMBER OF THE ATTACHMENT: 00067381

INITIAL TERM OF THIS PRICING SCHEDULE:  1 YEAR  2 YEARS EFFECTIVE DATE OF THE AGREEMENT: 9/1/2011

COMMENCEMENT DATE OF THE ATTACHMENT: 9/1/2011 COMMENCEMENT DATE OF THIS PRICING SCHEDULE: 9/1/2015

TERRITORY:  GLOBAL  COUNTRY/REGION (please list): Texas CLIENT COVERAGE: Roby Muntoni

SERVICE(S)	SERVICE CODE/ DELIVERY CODE (Product Package Number/ ID Numbers)	DELIVERY/ ACCESS	DESCRIPTION OF AUTHORIZED UNIT (Specify authorized user/ site/ terminal/ department)	NUMBER OF AUTHORIZED UNITS	PRICE PER UNIT	SUBSCRIBER -WIDE LICENSE	TOTAL ANNUAL FEE
S&P US Index Data	DTAUSA	Blackrock/Aladdin	Research/Portfolio Management	1		No	\$0
S&P US Index Data	DTAUSA	BBG	Research/Portfolio Management	1		No	\$0
S&P US Index Data	DTAUSA	SPICE	Research/Portfolio Management	1		No	\$0
S&P US Index Data	DTAUSA	Factset	Research/Portfolio Management	1		No	\$25,000
S&P US Index Data	DTAUSA	Barra	Research/Portfolio Management	1		No	\$25,000
S&P US Index Data	DTAUSA	FTP	Research/Portfolio Management	1		No	\$13,350
<b>TOTAL*:</b>							<b>\$63,350</b>

\*Plus postage, handling and sales tax, if applicable

Special Instructions:

\$0 access via BlackRock/Aladdin, SPICE, and Bloomberg is contingent on the Pricing Schedule dated as of 9/1/2013 for S&P US Index Data remaining in effect.

Pricing Schedule

ELECTRONIC AGREEMENT. Subject to the Opt Out provision in this Pricing Schedule, the parties agree that the electronic copy of this Pricing Schedule retained by S&P constitutes the "original", complete and exclusive statement of this Pricing Schedule, and that no paper copy of this Pricing Schedule (including any paper copy retained by Subscriber) may be claimed to be the document memorializing this Pricing Schedule. This section shall survive termination of the Pricing Schedule.

Electronic Agreement "Opt Out".  Check here if a party executing this Pricing Schedule does not consent to the electronic copy of this Pricing Schedule serving as the "original" pursuant to the above and requires that the original Pricing Schedule be maintained in paper form. This section shall survive termination of the Pricing Schedule.

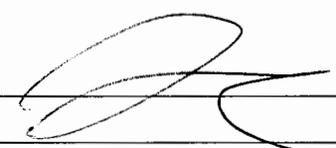
Each of the undersigned acknowledges that he/she is authorized to execute this Pricing Schedule on behalf of Subscriber and S&P, respectively. The signatures below are evidence of each party's agreement to be bound by the terms and conditions of this Pricing Schedule together with those of the Attachment and the Agreement, the terms and conditions of which are incorporated herein by reference as if set forth at length. Where Subscriber is not a party to the Attachment, Subscriber expressly acknowledges and agrees that, by entering into this Pricing Schedule, it shall be bound by, and shall comply in all respects with, the terms and conditions contained in the Attachment and the Agreement. In the event of any conflict between the terms of this Pricing Schedule and those of the Attachment or the Agreement, the terms of this Pricing Schedule shall prevail with respect to this Pricing Schedule only.

**ACCEPTED AND AGREED TO BY:**

**Texas Education Agency**

**S&P Opco, LLC**

SIGNATURE:   
NAME: Shirley Beaulieu  
TITLE: Associate Commissioner of Finance & CFO  
E-MAIL: shirley.beaulieu@tea.texas.gov  
DATE: 8-31-15

SIGNATURE:   
NAME: Bo Chung  
TITLE: Managing Director  
DATE: August 17, 2015