

**TEXAS WORKFORCE COMMISSION**  
**Interoffice Memorandum**

**To:** Bryan Daniel, Chair and Commissioner Representing the Public  
Julian Alvarez, Commissioner Representing Labor  
Aaron Demerson, Commissioner Representing Employers

**From:** Les Trobman, General Counsel

**Date:** May 11, 2020

**Subject:** Gifts of \$500 or more in value given to the Texas Workforce Commission

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**ACTION REQUESTED**

Consideration and acknowledgment of gifts of \$500 or more in value given to the Texas Workforce Commission in accordance with Section 301.021 of the Labor Code and Chapter 575 of the Texas Government Code.

**BACKGROUND**

Section 301.021 of the Labor Code and Chapter 575 of the Texas Government Code give specific direction regarding the acceptance of donations or gifts to the Commission. Section 301.021 and Chapter 575 require acceptance or acknowledgment of the donation or gift in an open meeting and require that the name of the donor, the description of the donation or gift, and a statement of the purpose of the donation or gift be recorded in the minutes. Chapter 575 requires that the Commission acknowledge the acceptance of all donations or gifts of money or property with a value of \$500.00 or more in an open meeting no later than the 90th day after the date the gift is accepted.

The Executive Director's approval memorandum is attached as Exhibit A. The Resolution is attached as Exhibit B and includes a list of gifts and donations including all travel expenses paid for by a third party organization. This Resolution, with the attachment, will be recorded in the Commission minutes.

**RECOMMENDATION**

The Executive Director recommends the acknowledgement of gifts and donations of \$500 or more in value given to the Texas Workforce Commission in order to comply with Section 301.021 of the Labor Code and Chapter 575 of the Texas Government Code.

**Attachments:**

- Exhibit A - Executive Director's approval memorandum
- Exhibit B - Resolution

EXHIBIT A

**TEXAS WORKFORCE COMMISSION**  
**Interoffice Memorandum**

**To:** Edward Serna, Executive Director

**Thru:** Les Trobman, General Counsel

**Date:** May 11, 2020

**Subject:** Gifts of \$500 or more in value given to the Texas Workforce Commission


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Section 301.021 of the Labor Code and Chapter 575 of the Texas Government Code give specific direction regarding the acceptance of donations or gifts to the Commission. Section 301.021 and Chapter 575 require acceptance or acknowledgment of the donation or gift in an open meeting and require that the name of the donor, the description of the donation or gift, and a statement of the purpose of the donation or gift be recorded in the minutes. Chapter 575 requires that the Commission acknowledge the acceptance of all donations or gifts of money or property with a value of \$500.00 or more in an open meeting no later than the 90th day after the date the gift is accepted.

Documentation of all gifts and donations during the covered time period is attached as Exhibit A. Please note the gifts and donations with a value of \$500 or more will be presented to the Commission.

Prior to the Commission's consideration of the donation or gift, the agency is required by 40 Tex. Admin. Code § 800.9 to perform an inquiry and analysis of the donation or gift. Your signature below indicates the required inquiry and analysis has determined there is no detrimental effect to the Commission accepting the donation or gift. It is recommended you sign this form and accept the donation or gift.

*I acknowledge that the required analysis and inquiry has been performed and determined there is no detrimental effect to accepting the donation or gift identified in Attachment A, on behalf of the Texas Workforce Commission.*

  
\_\_\_\_\_  
Edward Serna  
Executive Director

5/11/2020  
\_\_\_\_\_  
Date

**Attachments:**

A - Gifts and Donations documentation

**EXHIBIT B**

A RESOLUTION OF THE TEXAS WORKFORCE COMMISSION  
REGARDING ACKNOWLEDGMENT AND ACCEPTANCE OF GIFTS AND DONATIONS

WHEREAS, Section 301.021 of the Labor Code and Chapter 575 of the Government Code require that the Commission accept the gift or donation in an open meeting. The name of the donor, a description of the gift or donation, and a statement of the purpose of the gift or donation must be reported in the public records of the Commission;

WHEREAS, Chapter 575 of the Government Code provides that a majority of the Commission must acknowledge the acceptance of all donations or gifts of money or property with a value of \$500.00 or more in an open meeting no later than the 90th day after the date the gift is accepted; and

WHEREAS, the gift has been reviewed by the Executive Director in accordance with 40 Tex. Admin. Code § 800.9.

WHEREAS, attached as "Attachment A" is a list of gifts with a value of \$500.00 or more, including a description and amount of each gift or donation, the donor's name, and a statement regarding the purpose of each gift or donation, in accordance with Section 575.004 of Chapter 575; and

NOW THEREFORE, based on these considerations and findings, the Commission acknowledges and accepts the gifts listed in the attached, in accordance with Chapter 575 of the Government Code.

Signed this 21st day of January, 2020, upon the affirmative vote of a majority of the Commission present and voting.

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*Bryan Daniel, Chair and Commissioner representing the Public*

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*Julian Alvarez, Commissioner representing Labor*

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*Aaron Demerson, Commissioner representing Employers*

Attachment A

ATTACHMENT A

	Reimbursing organization	TWC Staff	Date Range	Location	Purpose	Total	
1	Toyota	Bryan Daniel	11/17/19-11/23/19	Tokyo, Japan	To participate in the Grassroots Exchange Network Invitation Program which provides an opportunity to visit Japan for community and business leaders in the Middle West and South regions of the United States	\$20,442.32	
						<b>Reimbursed Expense Description</b>	<b>Reimbursed Amount</b>
						Airfare	\$12,936.00
						Meals/Lodging	\$7,506.32
	Reimbursing Organization	TWC Staff	Date Range	Location	Purpose	Total	
2	Texas Education Agency	Lindsay Hill	11/19/19-11/23/19	Nashville, TN	To attend the National Association for the Education of Young Children Conference in Nashville, TN	\$1,561.97	
						<b>Reimbursed Expense Description</b>	<b>Reimbursed Amount</b>
						Airfare	\$326.96
						Public Transportation	\$37.51
						Mileage	\$8.87
						Meals	\$169.43
						Lodging	\$979.20
						Parking	\$40.00
	Reimbursing Organization	TWC Staff	Date Range	Location	Purpose	Total	
3	National Veterans Training Institute	Gina Bohnert	2/10/20-2/13/20	Dallas, TX	Managing Case Management Course 9604 Classroom Training	\$971.15	
						<b>Reimbursed Expense Description</b>	<b>Reimbursed Amount</b>
						Airfare	\$400.15
						Meals	\$28.00
						Lodging	\$483.00
						Other-Checked Bag	\$60.00
	Reimbursing Organization	TWC Staff	Date Range	Location	Purpose	Total	
4	National Veterans Training Institute	John Gomez	2/10/20-2/13/20	Dallas, TX	Travel to Dallas, TX for the Managing Case Management (MCM) training from 11-13 February 2020	\$ 1,277.16	
						<b>Reimbursed Expense Description</b>	<b>Reimbursed Amount</b>
						Airfare	\$ 602.16
						Meals	\$ 132.00
						Lodging	\$ 483.00
						Other-Bags	\$ 60.00
	Reimbursing Organization	TWC Staff	Date Range	Location	Purpose	Total	
5	National Veterans Training Institute	Larry King	2/11/20-2/13/20	Dallas, TX	Travel to Dallas to attend the NVTI veterans training	\$ 1,081.15	
						<b>Reimbursed Expense Description</b>	<b>Reimbursed Amount</b>
						Airfare	\$ 466.15

				Meals	\$	132.00
				Lodging	\$	483.00

	Reimbursing Organization	TWC Staff	Date Range	Location	Purpose	Total
6	National Veterans Training Institute	Casey Wade	2/11/20-2/13/20	Dallas, TX	To participate in NVTI training	\$ 865.72
						<b>Reimbursed Expense</b>
						<b>Description</b>
						Mileage
						\$ 250.72
						Meals
						\$ 132.00
						Lodging
						\$ 483.00

	Reimbursing Organization	TWC Staff	Date Range	Location	Purpose	Total
7	National Veterans Training Institute	Sean Shetler	2/11/20-2/13/20	Dallas, TX	Attend classroom training for Managing Case Management at National Veterans Training Institute in Dallas, TX	\$ 833.08
						<b>Reimbursed Expense</b>
						<b>Description</b>
						Mileage
						\$ 218.08
						Meals
						\$ 132.00
						Lodging
						\$ 483.00

	Reimbursing Organization	TWC Staff	Date Range	Location	Purpose	Total
8	American Institutes for Research	Anson Green	2/18/20-2/20/20	Arlington, VA	Attend the National Reporting System Technical Working Group at the American Institutes for Research-1400 Crystal Drive, 10th Floor, Arlington, VA 22202	\$ 1,124.04
						<b>Reimbursed Expense</b>
						<b>Description</b>
						Airfare
						\$ 592.40
						Meals
						\$ 99.15
						Lodging
						\$ 337.49
						Parking
						\$ 35.00
						Other-Airport Luggage Fees
						\$ 60.00

	Reimbursing Organization	TWC Staff	Date Range	Location	Purpose	Total
9	Results 4 America	Courtney Arbour	3/4/20-3/6/20	Washington, DC	Attend State and Local Workforce Fellowship Convening	\$ 873.44
						<b>Reimbursed Expense</b>
						<b>Description</b>
						Airfare
						\$ 346.96
						Lodging
						\$ 526.48

	Reimbursing Organization	TWC Staff	Date Range	Location	Purpose	Total
10	Results 4 America	Jennifer Troke	3/4/20-3/6/20	Washington, DC	To attend the 2020 State and Local Workforce Convention in Washington, DC	\$ 943.00
						<b>Reimbursed Expense</b>
						<b>Description</b>
						Airfare
						\$ 347.00
						Meals
						\$ 60.00
						Lodging
						\$ 512.00
						Parking
						\$ 24.00



	Reimbursing Organization	TWC Staff	Date Range	Location	Purpose	Total
11	World Education Services	Anson Green	3/4/20-3/8/20	New York, NY	Attend the World Education Services (WES) Town Hall on March 5, 2020; 2-5pm. The theme is Social Enterprise > Social Impact	\$ 1,362.58
						<b>Reimbursed Expense</b>
						<b>Description</b>
						Airfare \$ 650.40
						Public Transportation \$ 94.80
						Meals \$ 62.62
						Lodging \$ 440.76
						Parking \$ 42.00
						Other-Wifi/Baggage Fees \$ 72.00

	Donating Organization	TWC Staff	Date Range	Location	Purpose	Total
12	Region 4 Education Service Center		3/2/20		TWC will use calculator to provide trainings, link it to our webpage and make an accessible version. The calculator was created to help child care providers (particularly those in Texas Rising Star) calculate their costs and revenues for a pre-k partnership classroom	\$ 3,000.00
						<b>Donation Amount</b>
						\$ 3,000.00

	Donating Organization	TWC Staff	Date Range	Location	Purpose	Total
13	Accenture, LLP		3/25/20		The purpose of the donation is to make the Virtual Agent available to the public who have questions about applying for unemployment insurance or TWC's other programs	\$ 424,000.00
						<b>Donation Amount</b>
						\$ 424,000.00

	Donating Organization	TWC Staff	Date Range	Location	Purpose	Total
14	Texas Policy Lab		4/27/20		To help TWC support the work of the Governor's Frontline Child Care Task Force and Strike Force to Open Texas understand the underserved areas of the state that might be in need of a greater child care supply	\$ 8,736.11
						<b>Donation Amount</b>
						\$ 8,736.11

**SIGNED AGREEMENTS**



March 2, 2020

Reagan Miller  
Director, Child Care and Early Learning Division  
Texas Workforce Commission  
1117 Trinity Street, Suite 512  
Austin, Texas 78701

Dear Mrs. Miller:

Through a partnership with the Texas Workforce Commission (TWC) and the Texas Education Agency (TEA), Region 4 Education Service Center (Region 4) received grant funding from the W. K. Kellogg Foundation to support the Texas Pre-Kindergarten Partnership Summit, which will take place at Region 4 facilities in Houston, Texas on March 30–31, 2020. As a part of this grant, we have procured the required quotes and secured a vendor to develop a statewide childcare provider calculator tool based on the existing United Way for Greater Austin's regional tool version. We are working closely with the TWC staff and the vendor to ensure that the necessary adjustments to the calculator tool have been made so it may help childcare providers in the subsidy program partner with school districts and charter school networks across Texas to provide public school Pre-K programming.

To fulfill this grant-required deliverable, Region 4 agrees to the following conditions regarding this newly created statewide childcare calculator tool:

- Region 4 will document the transfer of this calculator tool in writing with the date of vendor completion and tool transfer date from the contractor/vendor to the TWC. This transfer requires acknowledgement from all three (3) parties—Region 4, the contractor/vendor, and the TWC. This release date will occur before the Texas Pre-Kindergarten Partnership Summit on March 30–31, 2020, which is also before the end of the W. K. Kellogg grant period of May 31, 2020.
- Once the calculator is completed and transfer date documented, the TWC will have full responsibility to make any future adjustments and keep the calculator tool working and up-to-date.
- As the grantee, Region 4 will pay the approved invoice of three thousand dollars (\$3,000) to the contractor/vendor as detailed in the work plan and allowed in the grant. Region 4 will have no future financial responsibility for the upkeep or maintenance of this calculator tool nor for the TWC webpage where it may be housed.
- The TWC will host the calculator on a webpage at their discretion.



Reagan Miller  
March 2, 2020  
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- Logos placed on the calculator tool or webpage will be at the discretion of the TWC.
- The TWC may, but is not required to, acknowledge Region 4 as a partner in this project, but this language should in no way indicate that Region 4 retains ownership or oversight of the statewide calculator tool.
- It is requested by Region 4, but not required, that the TWC acknowledge on the tool or webpage that this final calculator tool was made possible by funding from the W. K. Kellogg Foundation through a grant to Region 4 Education Service Center.
- The TWC will make the working calculator tool available to participants at the Texas Pre-Kindergarten Partnership Summit which will take place at Region 4 facilities in Houston, Texas on March 30–31, 2020.
- Any future trainings and information related to the calculator tool will be provided by the TWC at their discretion and cost.
- The TWC agrees to collaborate with Region 4 on any metrics that may be available and relevant for the purposes of the W. K. Kellogg Foundation grant.

We appreciate working with the Texas Workforce Commission and the Texas Education Agency to support Pre-K partnerships and look forward to continuing this work in the future.

Sincerely,

Pam Wells, Ed.D.  
Executive Director



**DONATION AGREEMENT  
BY AND BETWEEN  
ACCENTURE LLP AND  
TEXAS WORKFORCE COMMISSION**

This Donation Agreement (the "Agreement"), dated as of March 25, 2020 ("the Effective Date"), is entered into by and between Accenture LLP, located at 323 Congress Avenue, Austin, Texas 78701 ("Donor"), and the Texas Workforce Commission (TWC), hereinafter referred to collectively as "the Parties" for the purpose of addressing the donated product and services as detailed herein.

**RECITALS**

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

- A. The Parties are acting in accordance with 40 Texas Administrative Code § 800.9, Section 301.021 of the Texas Labor Code and Chapter 575 of the Texas Government Code that allows the Texas Workforce Commission (Commission) to accept a donation of services or money that it determines furthers the lawful objectives of the Commission.
- B. Donor desires to donate a Virtual Agent, implementation services, a three (3) month subscription for hosting and maintenance, and technology infrastructure and application consulting services to assist TWC in responding to questions that might otherwise be routed to the UI tele-centers in response to the COVID-19 pandemic.

**AGREEMENT**

**SECTION 1. DONATION**

**1.1 Product and Services.** Donor will donate the following Product and Services:

- 1.1.1 a conversational, self-service Virtual Agent to interface via a webchat,
- 1.1.2 seven (7) days of Virtual Agent implementation services;
- 1.1.3 a three (3) month Hypercare Support Subscription for hosting and maintenance of the Virtual Agent; and
- 1.1.4 technology infrastructure and application consulting services to address surging unemployment insurance volumes and workload impacts to systems resulting from COVID-19.
- 1.1.5 The period of performance of such Product and Services will expire no earlier than July 3, 2020.

- 1.2 **Statement of Value.** Donor attests that the Virtual Agent Product has a value of \$150,000.00; the implementations Services are valued at \$125,000.00; the three (3) month Hypercare Support Subscription is valued at \$45,000 per month for a total of \$135,000; and technology infrastructure and application consulting services are valued at \$14,000. Together, the stated value of the Donation is approximately \$424,000.00.
- 1.3 **Fees.** Donor will pay all fees associated with the donated Product and Services during the seven (7) day implementation period through the end of the three (3) month subscription period.
- 1.4 **Transfer.** Donor agrees to donate the Product and Services to TWC and TWC agrees to accept the donated Product and Services from the Donor on the terms and conditions set forth herein.
- 1.5 **Purpose of the Donation.** The Parties agree that the purpose of the Donation is to make the Virtual Agent available to the public who have questions about applying for unemployment insurance or TWC's other programs.
- 1.6 **Restrictions.** The Parties agree the donated Product and Services may be used at TWC's discretion, provided they are used in accordance with the License Agreement, attached hereto as Attachment A and incorporated herein, for the benefit of individuals seeking assistance from TWC and that the Product and Services are not re-sold.
- 1.7 **Donor's Representations and Warranties.**
- 1.7.1 Ownership and Authority. Donor represents and warrants that it owns the Product and Services donated and has the authority to enter into this Donation Agreement.
- 1.7.2 Legal and Tax Implications. Further, the Donor represents and warrants that it sought and obtained legal and/or tax advice from its counsel prior to entering into this Agreement.
- 1.8 **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 prepaid, 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:

Accenture LLP  
323 Congress Avenue  
Austin, Texas 78701  
Attention: Rob Cohan  
Robert.Cohan@Accencture.com

If to TWC:

Texas Workforce Commission  
101 E. 15<sup>th</sup> Street, Room A315  
Austin, Texas 78778  
Attention: Judy Sandberg  
Judy.Sandberg@twc.state.tx.us

With a copy to:

Texas Workforce Commission  
101 E. 15<sup>th</sup> Street, Room 608  
Austin, Texas 78778  
Attention: Les Trobman, General Counsel  
Les.Trobman@twc.state.tx.us

**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 of 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 purposes 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

ACCENTURE, LLP

By:   
Name: Edward Serna  
Title: Executive Director

By:   
Name: Rob Cohan  
Title: Managing Director



**DONATION AGREEMENT  
BY AND BETWEEN  
Texas Policy Lab  
AND  
TEXAS WORKFORCE COMMISSION**

This Donation Agreement (the "Agreement"), dated as of April 27, 2020 ("the Effective Date"), is entered into by and between The Texas Policy Lab at Rice University ("Donor"), and the Texas Workforce Commission (TWC), hereinafter referred to collectively as "the Parties" for the purpose of addressing donated product and services as detailed herein.

**RECITALS**

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

- A. The Parties are acting in accordance with 40 Texas Administrative Code § 800.9, Section 301.021 of the Texas Labor Code and Chapter 575 of the Texas Government Code that allows the Texas Workforce Commission (Commission) to accept a donation of services or money that it determines furthers the lawful objectives of the Commission.
- B. Donor desires to donate an analysis of the supply of current child care available versus the demand by essential workers and others during the COVID-19 pandemic.

**AGREEMENT**

**SECTION 1. DONATION**

**1.1 Product and Services.** Donor will donate the following Product and Services:

1.1.1 The Texas Policy Lab is providing data analysis support to estimate the supply of and demand for child care among essential workers across Texas. This service involves data collection, cleaning, analysis, development of scenarios, and data mapping/visualization.

1.1.4 The period of performance of such Product and Services will expire no earlier than May 8, 2020.

**1.2 Statement of Value.** Donor attests that the analysis has a value of \$8736.11. If the final amount is different, the Donor will notify TWC with the correct amount.

**1.3 Transfer.** Donor agrees to donate the analysis to TWC and TWC agrees to accept the donated analysis from the Donor on the terms and conditions set forth herein.

**1.4 Purpose of the Donation.** The Parties agree that the purpose of the Donation is to help TWC support the work of the governor's Frontline Child Care Task Force and Strike Force to Open Texas understand the underserved areas of the state that might be in need of a greater child care supply.

**1.5 Restrictions.** The Donor agrees to donate the analyses to TWC and agrees that TWC has sole discretion in how the analysis will be used and/or published. If TWC decides to distribute or publish the results externally, Donor will be notified with the latest version of the document and/or analyses. Donor has to respond to such notification within 12 hours. Within these 12 hours, if the Donors requests, TWC must give appropriate recognition to the Donor in the final document. TWC may still use the analyses if Donor does not request recognition. Independent of TWC's decision to use and/or publish the analyses, the Donor has the right to announce, on its website or other means, that it had assisted TWC with analyses pertaining to the supply of and demand for child care among essential workers across Texas. The Donor accepts not to release further details about the analyses in such communications.

**1.6 Donor's Representations and Warranties.**

1.6.1 Ownership and Authority. Donor represents and warrants that it owns the Product and Services donated and has the authority to enter into this Donation Agreement.

1.6.2 Legal and Tax Implications. Further, the Donor represents and warrants that it sought and obtained legal and/or tax advice from its counsel prior to entering into this Agreement.

**1.7 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 of 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 prepaid, 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:

Texas Policy Lab MS-272  
Rice University  
6100 Main St.  
Houston, Texas 77005  
Attention to: Ekim Cem Muyan  
ekimcmuyan@gmail.com

If to TWC:

Texas Workforce Commission  
101 E. 15<sup>th</sup> Street, Room  
Austin, Texas 78778  
Attention: Reagan Miller  
reagan.miller2@twc.state.tx.us

With a copy to:

Texas Workforce Commission  
101 E. 15<sup>th</sup> Street, Room 608  
Austin, Texas 78778  
Attention: Les Trobman, General Counsel  
Les.Trobman@twc.state.tx.us

**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 of 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 purposes 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

TEXAS POLICY LAB

By: \_\_\_\_\_

Name: Edward Serna

Title: Executive Director

By: \_\_\_\_\_

Name: Susan McIntosh

Title: Interim Dean of School of  
Social Sciences