

## GRANT AGREEMENT

This grant agreement ("Agreement") is between The Center for Election Innovation & Research ("Grantor" or "CEIR"), a non-profit corporation organized under the laws of Delaware with a principal place of business located at 1120 Connecticut Ave. NW, Ste. 1040, Washington, DC 20036, and South Carolina State Election Commission ("Grantee"), located at 1122 Lady Street, Suite 500, Columbia, SC 29201. This Agreement is effective the last date signed below.

NOW, THEREFORE, in consideration of the mutual obligations stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant Amount and Use of Grant Funds: CEIR has authorized a grant in the amount of **\$1,000,000** for initiatives that provide voter education, information, and communication to ensure safe, secure and informed November 2020 elections, particularly in the face of challenges posed by the COVID-19 pandemic ("Grant"). Grantee may use the Grant for any of the specific initiatives in the amounts set forth in the budget attached as Exhibit A and incorporated herein by reference (the "Project"). However, Grantee shall not reallocate funds among the Grant initiatives without obtaining CEIR's prior written approval. Grantor is legally required to expend funds only for charitable, scientific, literary, or educational purposes. Therefore, Grantee agrees to use the Grant, together with any interest earned from the investment of the Grant, solely for the Project.
2. Grant Spending Deadline and Unspent Funds: Grantee shall expend all funds no later than **December 18, 2020** ("Spending Deadline"). Grantor will not be able to extend the Spending Deadline. Any Grant funds that are unspent as of the Spending Deadline must be returned to CEIR no later than **February 12, 2021**, following submission of a final report as set forth in section 4 below.
3. Payment Term: CEIR shall pay this Grant in one (1) installment(s) by electronic transfer, with the first installment paid within ten (10) days of the execution of this Agreement.
4. Reporting and Recordkeeping/Right to Inspect:
  - a. **Interim Reports**: On **October 23, 2020** and **December 18, 2020**, Grantee shall provide CEIR an interim financial report showing funds expended/committed to date against the top-level budget categories set forth in Exhibit A (e.g., direct mail and/or paid media and/or other communication). Estimated expenditures are acceptable. If applicable, Grantee shall indicate whether the amounts included in the reports are estimated and shall explain any variation between the top-level budgeted amount and the amounts expended/committed.
  - b. **Final Report**: No later than **January 29, 2021**, Grantee shall provide CEIR with a final report containing the following information: 1) brief narrative description summarizing what was accomplished under the Grant (1-3 pages); and 2) a final

and full financial accounting showing the actual funds expended against the complete budget (i.e., not just top-level categories) attached as Exhibit A, including identifying funds, if any that must be returned to CEIR by **February 12, 2021** in accordance with section 2 above. The final financial report shall include a statement by a responsible financial officer certifying its accuracy. If CEIR needs information from Grantee, for example to satisfy obligations CEIR might have to its funders, either in advance of or after the final report, Grantee agrees to timely provide such information to CEIR as CEIR reasonably requests.

- c. **Recordkeeping/Right to Inspect:** Grantee shall maintain complete and accurate records of its expenditures relating to the Grant and agrees to make such records available for inspection by Grantor during regular business hours, provided Grantor provides reasonable advance notice of such inspection. Any such inspection shall be Grantor's expense.
5. **No Campaign Intervention/No Lobbying:** Grantee agrees that it will not use any portion of the Grant to intervene or otherwise participate in any political campaign on behalf of or in opposition to any candidate for public office within the meaning of Section 501(c)(3) of the Internal Revenue Code, including any regulations thereunder. Grantee shall also not use any payments made under this Agreement to carry on any lobbying activities whatsoever. Such activities include, but are not limited to, carrying on propaganda or otherwise attempting to influence legislation within the meaning of Section 501(c)(3) of the Internal Revenue Code and implementing regulations as well as under state law.
6. **Intellectual Property and Project Data:** Grantee shall own all right, title and interest, including all copyright interest, in and to any work product created in connection with the Grant project ("Project Work Product"), for example, communications, paid media, etc. Grantee hereby grants CEIR a nonexclusive, irrevocable, worldwide, royalty-free license to use any Project Work Product in connection with its research, educational initiatives, or other work. In addition, should CEIR wish to conduct research to study the initiatives funded by the Grant, for example, measuring the impact of the educational communications, Grantee agrees to cooperate with CEIR, including providing data, as CEIR reasonably requests.
7. **Grantee Status:** Grantee represents that it is either (i) a governmental unit as described in section 170(c)(1) of the Internal Revenue Code of 1986, as amended; or (ii) an organization exempt from tax under 501(a) and described in section 170(b)(1)(A)(vi) and 501(c)(3) of the Code. Grantee agrees to notify Grantor immediately of any change in its tax status.
8. **Grant Publicity/Disclosure/Use of Grantor's Name:** CEIR reserves the right to publicly disclose information about this Grant, for example, in a press release, on its website, in research reports, or to its funders. Grantee may make a public statement or otherwise disclose the amount of the Grant, CEIR as the grantor, and a brief summary of the



Project. If Grantee wishes to include additional information in its statement, it shall first obtain Grantor's prior written approval. Other than as set forth above, Grantee shall not use Grantor's name in connection with the Project. For example, Grantee shall not say that any of the Project Work Product (postcards, paid media, etc.) is sponsored, funded, or supported by CEIR.

9. Confidentiality: Grantee shall, and shall cause any of its affiliates, partners, trustees, directors, officers, employees, volunteers, agents and representatives, to keep strictly confidential and protect from disclosure i) any information Grantee receives from CEIR relating to CEIR's funders or funding agreements or arrangements; (ii) any information Grantor identifies as confidential at the time of disclosure, except to the extent that any such information identified in (i) and (ii) above has been publicly disclosed; (iii) as required by law, in which case Grantee will provide reasonable advance notice to CEIR; or (iv) with the prior written consent of CEIR. Grantee understands and agrees that that Grantor shall be entitled, to the fullest extent permitted by law, to seek equitable relief such as an injunction or specific performance for any breach of this provision.
10. Discontinuance of Grant: CEIR reserves the right to modify, suspend payment, or otherwise discontinue the Grant should Grantee fail to comply with the terms of this Agreement.
11. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY IS ON NOTICE OF THE POTENTIAL FOR SUCH DAMAGES OR OF ANY LEGAL THEORY ASSERTED, INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, OR STRICT LIABILITY. However, the foregoing limitation of liability, shall not apply to damages arising out of breach of the confidentiality obligations set forth above.
12. Compliance with Laws. Grantee represents and warrants that it is legally authorized to enter into this Agreement and that Grantee shall comply with all federal, state, and local laws, regulations, rules, policies, procedures, or guidelines in connection with carrying out the Project.
13. Notice: If Grantee has any questions relating to the Grant or needs to provide any notices required under this Agreement, Grantee shall email Jacob Kipp, CEIR's Program Director, at [jkipp@electioninnovation.org](mailto:jkipp@electioninnovation.org), with a copy to [grants@electioninnovation.org](mailto:grants@electioninnovation.org). CEIR shall provide any notices required under this Agreement by email to:

CONTACT NAME: Howard Knapp  
CONTACT TITLE: Director of Voter Services  
CONTACT EMAIL: hknapp@elections.sc.gov

14. General Terms: Neither party may assign this Agreement to a third party without the prior written consent of the other Party. Changes made to this Agreement are effective only if documented in writing by both parties. This Agreement is the parties' final and binding expression of their agreement and cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or in writing, relating to the subject matter and term of this Agreement. No waiver by either party of any breach or default of any provision in this Agreement shall constitute a waiver of any subsequent breach or default. This Agreement shall be governed by the laws of the District of Columbia, without regard to any conflict of law rules. Section headings are for reference purposes only and are not part of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. PDF counterpart signatures are sufficient to make this Agreement effective.

**South Carolina State Election Commission**

**The Center for Election Innovation & Research**



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Name: Howard M. Krupp

Name: David J. Becker

Title: Director of Voter Services

Title: Executive Director

Contact Information:

Date: 9/30/20

Date: \_\_\_\_\_

GRANT AMENDMENT #1

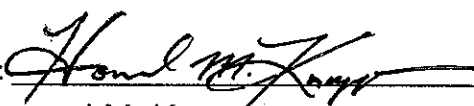
This Amendment is entered into and effective the last date signed below by and between The Center for Election Innovation & Research and South Carolina State Election Commission, parties to the grant agreement dated September 30, 2020 ("Agreement"). The Agreement is amended as follows:

Under provision 1. Grant Amount and Use of Grant Funds, "the amount of \$1,000,000" is replaced with "the amount of \$1,267,500."

All other provisions set forth in the Agreement remain the same and in full force and effect.

Signature: \_\_\_\_\_  
David J. Becker  
Executive Director  
The Center for Election Innovation & Research

Date: 10/09/2020

Signature:   
Name: Howard M. Knapp  
Title: Director of Voter Services  
South Carolina State Election Commission

Date: 10/09/2020

Exhibit A

S.C. State Election Commission	Approx. Date	Rate	Unit	#	Amount
<b>Direct Mail</b>					
Emergency polling consolidations or location changes	10/1-10/23	\$ 0.35	postcard	300,000	\$ 105,000.00
Voting location education (for voters voting in different locations than primary)	10/1-10/23	\$ 0.35	postcard	200,000	\$ 70,000.00
Absentee Mailing inserts for anticipated legislative and judicial changes to voting (i.e. no witness signature required on return envelope, no reason required to apply for absentee ballot, etc.).	10/1-10/15	\$ 0.95	letter	250,000	\$ 237,500.00
					\$ -
					\$ -
<i>Total Costs for Direct Mail</i>					<b>\$ 412,500.00</b>
<b>Paid Media</b>					
TV Ad Buys: educating voters on what they need to know to participate in election (i.e. voter registration, absentee voting, and election day voting).	10/1/2020				\$ 425,000.00
Radio Ad Buy: 15 to 30 second reads educating voters on what they need to know to participate in election (i.e. voter registration, absentee voting, and election day voting).	10/1/2020				\$ 100,000.00
TV Ad Production	10/1/2020				\$ 100,000.00
					\$ -
					\$ -
<i>Total Costs for Paid Media</i>					<b>\$ 625,000.00</b>
<b>Other Communication</b>					
Social Media Account Services (targeted paid ads, posts, etc. )	10/1-11/3				\$ 85,000.00
Poll Worker Recruitment (digital banner ads, radio ads in urban areas, targeted county areas with deficit in poll workers, monitoring of county and user activity on our poll recruitment website noexcusesc.com)	9/30-10/16				\$ 70,000.00
Research & Creative for Various Campaigns	10/1/-10/16				\$ 75,000.00
					\$ -
					\$ -
<i>Total Costs for Other Communication</i>					<b>\$ 230,000.00</b>
<b>Total Amount Requested</b>					<b>\$ 1,267,500.00</b>