

Last updated on March 28, 2014; May 21, 2015; October 28, 2015; December 16, 2016

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

TABLE OF CONTENTS

	Page
ARTICLE I OFFICES	1
Section 1. Location	1
ARTICLE II MEMBERS	1
Section 1. Members	1
Section 2. Admission of Members	1
Section 3. Membership Agreement.....	1
Section 4. Membership Fee.....	2
Section 5. Dues	2
Section 6. Term of Membership; Good Standing	2
Section 7. Resignation	2
Section 8. Removal	2
Section 9. Meetings of the Members	3
Section 10. Notice	3
Section 11. Waivers of Notice	4
Section 12. Quorum, Vote, Proxy	4
Section 13. Written Consent of Members	4
ARTICLE III BOARD OF DIRECTORS	4
Section 1. Power of Board and Qualification of Directors	4
Section 2. Number of Directors	4
Section 3. Appointment and Term of Directors	4
Section 4. Non-Voting Seats on Board of Directors	5
Section 5. Newly-Created Directorships and Vacancies	5
Section 6. Resignation	5
Section 7. Removal of Directors	5
Section 8. Meetings of the Board	5
Section 9. Notice	6
Section 10. Quorum and Voting	6
Section 11. Written Consent of Directors; Meetings by Conference Telephone.....	6
Section 12. Compensation of Directors	6

TABLE OF CONTENTS
(continued)

	Page
ARTICLE IV COMMITTEES.....	6
Section 1. Committees of the Board	6
Section 2. Committee Rules.....	7
Section 3. Service of Committees.....	7
Section 4. Records	7
Section 5. Advisory Board.....	7
Section 6. Executive Committee.....	7
ARTICLE V OFFICERS, AGENTS AND EMPLOYEES.....	8
Section 1. General Provisions	8
Section 2. Term of Office, Vacancies and Removal.....	8
Section 3. Powers and Duties of Officers	8
Section 4. Executive Director	9
Section 5. Agents and Employees.....	9
Section 6. Compensation of Officers, Agents and Employees	9
ARTICLE VI MISCELLANEOUS	9
Section 1. Fiscal Year	10
Section 2. Corporate Seal.....	10
Section 3. Checks, Notes, Contracts	10
Section 4. Books and Records	10
Section 5. Amendments to Certificate, Bylaws and Membership Agreement	10
Section 6. Privacy.....	10
Section 7. Indemnification and Insurance.....	10

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

ARTICLE I

Offices

Section 1. Location. The principal office of Electronic Registration Information Center, Inc. (the "Corporation") shall be located within or without the State of Delaware, at such place as the Board of Directors shall from time to time designate. The Corporation may also maintain additional offices at such other places as the Board of Directors may from time to time designate. The Corporation shall have and maintain within the State of Delaware a registered office at such place as may be designated by the Board of Directors.

ARTICLE II

Members

Section 1. Members. The members of the Corporation shall consist solely of state, local or territorial governmental units or the District of Columbia. Each member shall be represented by the chief election official or a chief election official's designee to act on the member's behalf for all purposes related to the Corporation, including service on the Board of Directors or as an Officer (the "Member Representative"). A chief election official may designate a new or replacement Member Representative at any time for any reason, at their discretion, upon written or electronic notice to the Board. If multiple local governmental units from a single state seek to be admitted, they shall appoint one representative from amongst them to serve as the Member's Representative, until such time as their entire state joins, whereupon the state will replace the local governmental units as the member, and the state's chief election official or their designee of that state shall be appointed as the Member's Representative.

Section 2. Admission of Members. Any jurisdiction seeking membership shall apply to the Executive Director of ERIC. The Executive Director shall provide written notice to the Membership of ERIC's intent to admit a new jurisdiction, and Members shall have five (5) business days to submit objections to the Executive Director in writing. If there are no objections, the new jurisdiction shall be automatically admitted to Membership effective upon execution of the membership agreement and payment of the Membership Fee as required by Article II, Section 4 of these Bylaws. If one or more Members object to the admission of the new jurisdiction, then the jurisdiction shall be admitted to Membership upon a majority vote of the entire membership, effective upon execution of the membership agreement and payment of the Membership Fee.

Section 3. Membership Agreement. Each member shall sign a membership agreement that sets forth the terms and conditions of membership in the Corporation, which is

attached as Exhibit A to these Bylaws. The membership agreement may be amended, modified, or substituted by a four-fifths vote of the entire membership.

Section 4. Membership Fee. Upon admission and execution of the membership agreement, each member shall pay a one-time membership fee of \$25,000 to the Corporation. When local governmental units are admitted, and in the event that other local governmental units from the same state or the state as a whole are admitted subsequently, no further membership fee shall be required for that state. With respect to individual members, the schedule for payment of the membership fee may be modified by a majority vote of the Board.

Section 5. Dues. Each member shall pay annual membership dues. Each year, the membership shall approve the annual dues (the "Dues Schedule"), which shall form the basis of the Corporation's budget to be set annually by the Board. The Dues Schedule may be amended, modified, or substituted by a majority vote of the membership, however, the schedule for payment of dues by individual members may be modified by a majority vote of the Board. The Executive Director shall set the schedule for payment of membership dues in accordance with section 1 of the Membership Agreement. Any member of the Corporation who is delinquent in the payment of dues shall be notified of the delinquency and suspended from certain privileges of membership as provided for in the membership agreement. If dues are ninety (90) days delinquent, the delinquent member shall forfeit all rights and privileges of membership and be automatically removed from membership. No dues will be refunded after payment, absent an overpayment or other payment error.

Section 6. Term of Membership; Good Standing. Members shall remain members provided they remain in good standing with the Corporation. Each member shall remain in good standing by complying with all of the terms and conditions of the membership agreement and paying annual dues on a timely basis, as described in Section 5 of this Article. A member that is out of compliance with the requirements for good standing may be subject to removal, including automatic removal, as set forth in Section 8 of this Article.

Section 7. Resignation. A member may resign by mailing or delivering written notice to the Secretary of the Corporation. A member must provide a minimum of 91 days notice before their resignation is effective, provided however, that any notice of resignation that would otherwise become effective during the 91 days preceding a federal general election will not be effective until the first business day following the federal general election. Any paid dues will not be refunded, and a member shall be responsible and liable for any dues assessed prior to notice being received. However, if a member who has resigned reapplies for membership in the same fiscal year, dues previously paid will be credited to their membership dues for that fiscal year. If the sole reason for member's resignation is a material breach by ERIC of the membership agreement, member may not issue a notice of resignation in accordance with this section unless a) it has provided written notice to ERIC of the alleged breach; and b) within thirty (30) days (or such other time specified in the membership agreement) of receiving such notice from member, ERIC is unable to cure the breach or determines the breach cannot be cured.

Section 8. Removal.

(a) Automatic Removal: A member shall be automatically removed from membership for failure to comply with the “automatic removal” provisions as set forth in the membership agreement. Such automatic removal shall be effective upon notice by the Chair and/or Executive Director to the non-compliant member.

(b) Other Grounds for Removal: Any member may be removed at any time, with or without cause, by a three-fourths vote of the entire membership. The membership may vote to remove a member solely for a breach of the provisions of the membership agreement (with the exception of those provisions that trigger automatic removal) only if the breach cannot be cured or, if curable, is not cured by the member within thirty (30) days (or such other time as may be specified in the membership agreement) of receiving notice of the breach from the Corporation.

(c) Dues Upon Removal: Any paid dues will not be refunded following removal.

(d) Readmission to Membership: After termination of membership pursuant to this Section, the member may reapply for membership at any time, without penalty, subject to remedying the cause for termination. Any dues assessed to the member upon reapplication shall be credited the amount of dues paid previously for the same fiscal year.

Section 9. Meetings of the Members. An annual meeting of the members shall be held each year at such time and place as shall be fixed by the members for the appointment of directors, as necessary, and the transaction of other business as may properly come before the members.

Regular or special meetings of the members may be held at such times as may be fixed by the members. All meetings of the members shall be open to the public, except as provided by law.

Meetings of the members may be held at such places within or without the State of Delaware as may be fixed by the members for annual and regular meetings and in the notice of meeting for special meetings. The Board may authorize that meetings of the members may be held by means of remote communication in accordance with Section 211(a)(2) of the General Corporation Law of the State of Delaware, and other applicable laws. Minutes of any meeting of the members shall be published within sixty (60) days of the meeting.

Section 10. Notice. Annual and special meetings of the members shall be held upon at least ten (10) days’ notice by first-class mail, personal delivery, or by telephone, facsimile, electronic transmission or other similar means of communication to the members, and publication by appropriate means. The notice shall be given by or at the direction of the Chair or the Secretary, who shall call a meeting on the request of two or more directors, or a majority of the entire membership. In the case of a meeting at which amendments to the Certificate of Incorporation, bylaws or membership agreement will be submitted to the members, the notice of such meeting shall set forth the proposed amendment or a summary of the changes to be effected thereby.

Section 11. Waivers of Notice. Whenever any notice is required to be given to a member, a waiver thereof in writing, signed by the person or persons entitled to such notice, or by electronic transmission, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Such waiver need not specify the purpose or purposes of the meeting.

Section 12. Quorum, Vote, Proxy. A majority of the members of the Corporation, as represented by their respective member representatives, shall constitute a quorum at a meeting of members, and the affirmative vote of a majority of such members present at the meeting and entitled to vote on the subject matter shall be the act of the members, except as otherwise provided herein. As permitted by Delaware law, a member entitled to vote on matters reserved to the membership may do so by identifying a proxy for the member representative, who shall be a part of the member representative's staff or department.

Section 13. Written Consent of Members. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of the members consent in writing or by electronic transmission to the adoption of a resolution authorizing such action. Each resolution so adopted and the writings or electronic transmissions evidencing such consent by the members shall be filed with the minutes of the proceedings of the members.

ARTICLE III

Board of Directors

Section 1. Power of Board and Qualification of Directors. The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors.

Section 2. Number of Directors. The initial Board of Directors shall number no less than three (3) and serve until the appointment of the first eight Member Representatives to the Board. After the appointment of the initial Member Representatives to the Board, in accordance with Article III, Section 3, the number of directors constituting the entire Board shall be fixed by the Board from time to time but shall be no more than twenty (20). The number of directors may be increased from time to time by a vote of three-fourths of the entire membership.

Section 3. Appointment and Term of Directors. The Member Representatives of the first eight Members to join the Corporation shall serve on the Board of Directors through the Corporation's fiscal year ending 2014. The Member Representatives of the next seven members to join the Corporation shall serve on the Board of Directors through the Corporation's fiscal year ending in 2013. After the expiration of the Directors' terms in 2013 and 2014, all Directors shall serve for a term of two years and until their successors are selected and qualified, or until their earlier removal or death. Member Representatives of Members in good standing shall be eligible to serve as Directors in the order in which they became Members, which shall be deemed for the purposes of this Section to be the date they execute the Membership Agreement. Likewise, once the maximum number of Directors is reached, Members shall rotate off the board in the order in which they became Members, with the most senior members rotating off first at the conclusion of the two-year term then being served. This rotation shall continue until all

members have served on the Board, and then the process will renew starting with the most senior members. Terms shall be deemed to start at the annual meeting date in the calendar year in which the Member begins board service (or, in the case of the first eight Members, the annual meeting date in 2014) and to end at the annual meeting date two years later. Pursuant to Article II, Section 1, a Member serving on the Board may replace its designated Member's Representative serving on the Board at any time and for any reason at its discretion, for the duration of that Member's term on the Board. At any point prior to or during their period of eligibility, a Member may decline to have their Member Representative serve on the Board. Declining to have a Member Representative serve on the Board shall have no effect on the Member's other rights under these Bylaws and such Member shall remain eligible to have their Member Representative serve on the Board when it next becomes eligible to do so under this Article III, Section 3.

Section 4. Non-Voting Seats on Board of Directors

(a) Representative from Pew. The Pew Charitable Trusts shall designate a representative to serve as a non-voting member of the Board of Directors.

(b) Other Non-Voting Seats. The Board may establish up to two other non-voting members of the Board of Directors for individuals who are experts in voting and elections but not governmental employees.

Section 5. Newly-Created Directorships and Vacancies. Newly-created directorships resulting from an increase in the number of Directors shall be filled as indicated in Section 3, above, with the next-most-senior Member who is not currently serving on the Board having its Member Representative fill the vacancy. A Member Representative selected to fill a Director's vacancy for a term of more than one year shall hold office for the unexpired term of his or her predecessor. A Member Representative selected to fill a Director's vacancy for a term equal to or less than one year shall hold office for the unexpired term of his or her predecessor, plus two years.

Section 6. Resignation. Any director may resign from office at any time by delivering a resignation in writing to the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified, acceptance of such resignation shall not be necessary to make it effective.

Section 7. Removal of Directors. Any director may be removed from office at any time, with or without cause, by a vote of three-fourths of the entire Board.

Section 8. Meetings of the Board. An annual meeting of the Board of Directors shall be held each year at such time and place as shall be fixed by the Board of Directors, for the election of officers and for the transaction of such other business as may properly come before the meeting.

Regular meetings of the Board shall be held at such times as may be fixed by the Board. Special meetings of the Board may be held at any time whenever called by the Chair of the Board or any two directors. Any Member Representative may attend any meeting of the Board.

Meetings of the Board of Directors may be held at such places within or without the State

of Delaware as may be fixed by the Board for annual and regular meetings and in the notice of meeting for special meetings. Minutes of any meeting of the Board shall be published following the meeting.

Section 9. Notice. Annual and special meetings of the Board shall be held upon at least five (5) days' written notice by first-class mail or twenty-four (24) hours' notice given personally or by telephone, facsimile, electronic transmission or other similar means of communication to all members.

Any such notice shall be addressed or delivered to each member at such member's address as it is upon the records of the Corporation or as may have been given to the Corporation by the member for purposes of notice.

Section 10. Quorum and Voting. Unless a greater proportion is required by law, the Certificate of Incorporation or these Bylaws, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business and, except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the vote of a majority of the directors present at a meeting at the time of the vote, if a quorum is present at such time, shall be the act of the Board. Directors are not permitted to give a proxy to someone to act on his or her behalf with respect to actions of the Board.

Section 11. Written Consent of Directors; Meetings by Conference Telephone. Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or such committee consent in writing or by electronic transmission to the adoption of a resolution authorizing such action. Each resolution so adopted and the writings or electronic transmissions evidencing such consent by members of the Board or such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Any one or more members of the Board of Directors or of any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 12. Compensation of Directors. Directors shall receive neither compensation nor reimbursement of expenses for their services as such.

ARTICLE IV

Committees

Section 1. Committees of the Board. The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an Executive Committee and other standing committees, each consisting of two or more directors, and each of which, to the extent provided in the resolution and to the fullest extent of the law, shall have and may exercise all the powers and authority of the Board. No committee may a) take any action expressly reserved under these Bylaws and Membership Agreement to the Members for

approval; b) amend the certificate of incorporation, these bylaws or the Membership Agreement; c) elect or remove officers; d) remove directors; e) elect or remove non-voting members of the Board; f) elect members of committees; g) hire or discharge an executive director; h) adopt an agreement of merger or consolidation; i) recommend to the membership the sale, lease or exchange of all or substantially all of the Corporation's property and assets; or j) recommend to the membership a dissolution of the Corporation or a revocation of a dissolution of the Corporation. The Board of Directors shall have the power at any time to designate a member of such committee as its chair, fill vacancies, change the membership or discharge a committee.

Section 2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of a contrary provision established by the Board of Directors or in rules adopted by such committee, a majority of the entire authorized number of members of each committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and each committee shall otherwise conduct its business in the same manner as the Board of Directors conducts its business under Article III of these Bylaws.

Section 3. Service of Committees. Each committee of the Board of Directors shall serve at the pleasure of the Board. The designation of any such committee and the delegation thereto of authority shall not alone relieve any director of his or her duty under law to the Corporation.

Section 4. Records. Minutes shall be kept of each meeting of each committee. Copies of the minutes of each such meeting shall be filed with the corporate records and supplied to each member of the Board of Directors.

Section 5. Advisory Board. The Board of Directors shall create a Privacy and Technology Advisory Board, and may create such other advisory boards and appoint to them such persons as it deems appropriate. Persons serving in such advisory capacity shall not exercise any of the powers granted to the Board of Directors in these Bylaws.

Section 6. Executive Committee.

(a) Ex Officio Membership: The Executive Committee shall consist of the Chair, Vice Chair, Immediate Past Chair, Treasurer, and Secretary of the Board (the *ex officio* members). The Executive Director shall serve as an *ex officio* non-voting member of the Executive Committee.

(b) Elected Membership: In addition to the *ex officio* members, the Executive Committee shall include two voting members of the Board of Directors elected by the Board of Directors. Such committee members shall serve in this capacity for terms of one year, not to exceed two consecutive one-year terms.

(c) Chair of Executive Committee: The Chair of the Board shall be the Chair of the Executive Committee.

(d) Role and Powers of Executive Committee: Except as set forth in Article IV, Section 1 above, or as otherwise proscribed by the Board, the Executive Committee shall have the authority to exercise all powers of the Board of Directors between meetings of the Board. In addition, the Executive Committee's responsibilities shall include preparing and proposing to the Board a slate of candidates for officer positions and elected members of the Executive Committee, including in the event of a vacancy, and the Executive Director. The Executive Committee shall hold regular meetings at such times as it shall determine and special meetings as requested by the Chair, the Executive Director, or any two of its members. Actions of the Executive Committee shall be reported to the Board.

ARTICLE V

Officers, Agents and Employees

Section 1. General Provisions. The officers of the Corporation shall be a Chair, a Vice Chair, the Immediate Past Chair, a Secretary, a Treasurer and may include such other officers as may be deemed necessary.

Section 2. Term of Office, Vacancies and Removal. The officers shall be elected by the Board of Directors from among its membership at the annual meeting of the Board. The Board may appoint other officers, who shall have such authority and perform such duties as may be prescribed by the Board. Each officer shall hold office for a term of one year, until the next annual meeting of the Board after his or her appointment and until his or her successor has been appointed and qualified. Any two or more offices may be held by the same person, except the offices of Chair and Secretary. If an office becomes vacant for any reason, the Board may fill such vacancy. Any officer so appointed or elected shall serve only until such time as the unexpired term of his or her successor shall have expired unless re-elected by the Board. Any officer may be removed by a vote of the majority of the Board with or without cause. Such removal without cause shall be without prejudice to such person's contract rights, if any, but the appointment of any person as an officer of the Corporation shall not of itself create contract rights.

Section 3. Powers and Duties of Officers.

(a) Chair. The Chair shall preside at all meetings of the Board of Directors. The Chair shall perform all duties customary to that office and shall supervise and control all of the affairs of the Corporation in accordance with the policies and directives approved by the Board of Directors.

(b) Vice Chair: The Vice Chair shall serve as advisor to the Chair and shall substitute for the Chair in his or her absence or inability to serve.

(c) Immediate Past Chair: The Immediate Past Chair shall serve as advisor to the Chair, the Executive Director and the Board.

(d) Secretary. The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Directors, shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general,

OFFICER'S CERTIFICATE

I, Shane Hamlin, Executive Director of the Electronic Registration Information Center, formed and existing under the laws of the State of Delaware, do hereby certify that the foregoing is a true and complete copy of the Bylaws of this not-for-profit corporation as submitted and read to, and adopted by, the Board of Directors on Dec. 16, 2016.

IN WITNESS THEREOF, I have hereunder ascribed my name and affixed the Seal of the Corporation on this 15th day of June, 2018.

Shane Hamlin

Name: Shane Hamlin
Title: Executive Director

[Corporate Seal]



EXHIBIT A

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

MEMBERSHIP AGREEMENT

This membership agreement (this “Agreement”) is made and entered into as of the 11th day of June 2018 (the “Effective Date”), by and between Electronic Registration Information Center, Inc., a Delaware nonstock corporation (“ERIC”) and South Carolina Election Commission (the “Member”).

WHEREAS, ERIC was formed for charitable and educational purposes to engage in meaningful, evidence-based reform of the election system in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states and local government units to conduct research, develop technology, and perform other charitable and educational activities designed to reduce the costs and increase the accuracies and efficiencies associated with their use of voter registration systems; and

WHEREAS, ERIC seeks the direct involvement of states and local government units in furthering its charitable and educational purposes by such states and local government units becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states and local government units with respect to their use of voter registration systems, and assist state and local government units in making their voter registration lists and processes more accurate, more complete, and fully compliant with federal, state and local laws; and

WHEREAS, in consideration for the Member’s performance as described below, ERIC will provide the service to the Members of sharing and processing data that relates to the maintenance of their voter registration lists and provide regular (at least on a monthly basis) reports to the Member.

NOW THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Annual Dues. The Member shall pay annual dues to ERIC as determined by the ERIC membership, pursuant to Article II, Section 5 of ERIC’s Bylaws. The Executive Directors shall invoice Members for dues and set a reasonable payment deadline. If the Member fails to pay dues by the payment deadline, ERIC shall not deliver, nor shall the Member receive, any services or data from ERIC until such payment is received. Any Member that fails to pay dues within ninety (90) days of a payment deadline shall be *automatically removed* as a Member in accordance with ERIC’s Bylaws (the “Bylaws”).
2. Voter Files and Motor Vehicle Records. The Member shall transmit to ERIC the following data related to its voter files and motor vehicle records (collectively, the “Member Data”).

EXHIBIT A

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

MEMBERSHIP AGREEMENT

This membership agreement (this "Agreement") is made and entered into as of the 11th day of June 20 18 (the "Effective Date"), by and between Electronic Registration Information Center, Inc., a Delaware nonstock corporation ("ERIC") and South Carolina Election Commission (the "Member").

WHEREAS, ERIC was formed for charitable and educational purposes to engage in meaningful, evidence-based reform of the election system in the United States; and

WHEREAS, ERIC seeks to lessen the burdens of government by facilitating the collaboration of states and local government units to conduct research, develop technology, and perform other charitable and educational activities designed to reduce the costs and increase the accuracies and efficiencies associated with their use of voter registration systems; and

WHEREAS, ERIC seeks the direct involvement of states and local government units in furthering its charitable and educational purposes by such states and local government units becoming members of ERIC and furnishing voter registration and other data to help ERIC understand the needs of states and local government units with respect to their use of voter registration systems, and assist state and local government units in making their voter registration lists and processes more accurate, more complete, and fully compliant with federal, state and local laws; and

WHEREAS, in consideration for the Member's performance as described below, ERIC will provide the service to the Members of sharing and processing data that relates to the maintenance of their voter registration lists and provide regular (at least on a monthly basis) reports to the Member.

NOW THEREFORE, in consideration of the foregoing, the terms and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Annual Dues. The Member shall pay annual dues to ERIC as determined by the ERIC membership, pursuant to Article II, Section 5 of ERIC's Bylaws. The Executive Directors shall invoice Members for dues and set a reasonable payment deadline. If the Member fails to pay dues by the payment deadline, ERIC shall not deliver, nor shall the Member receive, any services or data from ERIC until such payment is received. Any Member that fails to pay dues within ninety (90) days of a payment deadline shall be *automatically removed* as a Member in accordance with ERIC's Bylaws (the "Bylaws").
2. Voter Files and Motor Vehicle Records. The Member shall transmit to ERIC the following data related to its voter files and motor vehicle records (collectively, the "Member Data").

EXHIBIT A

- a. A reasonable time after admission, the Corporation and the Member will agree upon a 'Certification Date' that obligates the Member to the following two sections herein. The Member shall be notified in writing by the Corporation of the Certification Date.
 - b. Within sixty (60) days of the Certification Date, and at least every sixty (60) days thereafter, the Member shall transmit: (1) all inactive and active voter files (excluding those records that are confidential or protected from disclosure by law), including those fields identified in Exhibit B, and (2) all licensing or identification records contained in the motor vehicles database (excluding those fields unrelated to voter eligibility, such as fields related to an individual's driving record), including those fields identified in Exhibit B. Under no circumstances shall the Member transmit an individual's record where the record contains documentation or other information indicating that the individual is a non-citizen of the United States. Should Member believe it has an alternative source of data that is equivalent to or better than the motor vehicle database ("Alternative Data Source"), Member may apply in writing to the Executive Director of ERIC to substitute the Alternative Data Source for motor vehicle data. Such written application shall explain the basis for Member's assertion that the Alternative Data Source is equivalent or better and why using it will effectively serve the goals of ERIC. If, in the Executive Director's assessment, the request is reasonable, the Executive Director shall submit the Member's request to the ERIC Board of Directors ("ERIC Board" or "Board") for approval. If membership in ERIC is contingent upon a jurisdiction's ability to use an Alternative Data Source, the jurisdiction may seek approval of a data substitution request in advance of joining ERIC.
 - c. If the Member fails to transmit the required Member Data as described above, ERIC shall not deliver, nor shall the Member receive, any Data or services from ERIC until ERIC receives the required Member Data from the Member. Should Member fail to transmit Member Data in any sixty (60) day period as provided in sub-section b, Member shall, upon written notice from ERIC, have a thirty (30) day grace period in which to provide such Member Data. Should this grace period expire without a transmission to ERIC of Member Data from the Member, the Member shall be *automatically removed* from membership in accordance with the Bylaws. Member may submit a written appeal to the Executive Director of ERIC for a reasonable extension of the grace period deadline if Member is unable to meet that deadline because of a technical issue or a problem accessing or receiving the Member Data. Whether or not to grant the extension or to proceed to automatic removal shall be in the sole discretion of ERIC's Executive Director.
3. State Agency Records. The Member shall use its best efforts to transmit, on a regular basis, data relating to individuals that exists in the records of other agencies within its jurisdiction that perform any voter registration functions, including, but not limited to, those required to perform voter registration pursuant to the National Voter Registration Act, 43 U.S.C. 1973gg-5 ("Additional Member Data"). Notwithstanding this section, a

EXHIBIT A

state's failure to transmit Additional Member Data under this section shall not affect the Member's compliance with this Section or its standing as a member of ERIC.

4. Privacy; Use of Data.

- a. **Use and Protection of Data:** The Member and ERIC shall use their best efforts to prevent the unauthorized use or transmission of any private or protected Member Data; Additional Member Data; and data included in reports provided by ERIC ("ERIC Data") (Member Data, Additional Member Data and ERIC Data shall be collectively referred to as "Data") in its possession. The Member represents and warrants that all uses and transmissions of Data originating from the Member to ERIC and/or ERIC's agents, contractors or subcontractors comply fully with applicable state, federal and local laws, rules and regulations. The Member shall not use or transmit any ERIC Data for any purpose other than the administration of elections under state or federal law. Should a Member receive a request to disclose ERIC Data and determines that it is legally obligated, in whole or in part, to comply with such request, it shall not make the disclosure without first obtaining a court order compelling it to do so, a copy of which shall be provided to ERIC.
- b. **Unauthorized Use or Disclosure of Data--Member:** Should there be an unauthorized or impermissible use, disclosure or transmission of Data, regardless of whether it is accidental or intentional (for example, member intentionally sells, distributes, publishes or uses any ERIC Data for any purpose other than election administration, including any commercial purpose) or the responsibility of a third party (collectively, "Unauthorized Disclosure"), Member shall, within ninety (90) days of ERIC receiving notice of the Unauthorized Disclosure a) explain in writing to ERIC that such Unauthorized Disclosure has been cured and how it was cured or, if the breach is not curable, provides a written explanation to ERIC of what steps it has taken to mitigate the risks to ERIC and its Members resulting from such breach; and b) provide a written explanation of what processes it has implemented to prevent such Unauthorized Disclosure in the future. Upon written application, the Executive Director of ERIC, in consultation with the Board Chair, may extend the deadline for Member to comply with this section. At its first meeting following the Member's compliance with sub-sections a and b above, the membership will consider the information submitted by the Member and vote on Member's continued membership. Should Member fail to provide any information in response to sub-sections a and/or b above, Member shall be *automatically removed*. To the extent permitted under each Member's state law, the Member agrees to indemnify, defend and hold harmless ERIC against any claims related to the Unauthorized Disclosure.
- c. **Notice to ERIC:** Each Member shall report to the Executive Director of ERIC as soon as is practicable if a Member is required by law to sell, distribute, publish, disclose or use any ERIC Data for any purpose other than election administration. Each Member shall report to the Executive Director of ERIC immediately upon learning of any Unauthorized Disclosure.

EXHIBIT A

- d. **Unauthorized Disclosure of Data-ERIC:** Should there be an unauthorized disclosure of motor vehicle data by ERIC, whether accidental or intentional or the responsibility of a third party ("ERIC Unauthorized Disclosure"), ERIC shall immediately give notice to Members. Understanding that ERIC's primary source of funds are fees and dues paid by Members, and subject to consultation and approval by the Board, ERIC agrees to indemnify, defend and hold harmless state motor vehicle agencies against any claims related to an ERIC Unauthorized Disclosure of Data.

This provision 4 shall not be construed to limit any Member's sovereign immunity, rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement.

5. State Voter Registration Systems. To foster ERIC's goal of improving the accuracy of state voter registration data, Members are strongly encouraged to establish a regular schedule for requesting ERIC Data with a minimum of one request every calendar year. When a Member Representative requests ERIC Data, upon receipt of such ERIC Data, the Member shall take the following actions in connection with the improvement of its state voter registration systems. (If Member rescinds in writing its request for ERIC Data within seven (7) business days of making its original request, the following requirements will not apply.) If a Member fails to make at least one request for ERIC Data for 425 days, ERIC will automatically provide ERIC Data within seven (7) business days of the 425th day, thereby triggering the following requirements.
 - a. When the Member receives ERIC Data regarding eligible or possibly eligible citizens who are not registered to vote, the Member shall, at a minimum, initiate contact with each and every eligible or possibly eligible citizen and inform them how to register to vote. Each Member shall have until October 1 or fifteen (15) days before the close of registration, whichever is earlier, of the next Federal General Election year to initiate contact with at least 95% of the eligible or potentially eligible citizens on whom data was provided and address validation was performed, as described above. Members shall not be required to initiate contact with eligible or possibly eligible voters more than once at the same address, nor shall Members be required to contact any individual who has affirmatively confirmed their desire not to be contacted for purposes of voter registration or is otherwise ineligible to vote in the Member's jurisdiction. Should a Member need a brief extension in order to comply with the requirements of this section 5(a), Member may submit a written request to ERIC's Executive Director setting forth the reasons for the extension request and providing a specific date when the required mailing will be sent. Members shall make every effort to submit extension requests at least two weeks before the deadline. Whether or not to grant an extension request or to proceed to automatic removal is in the sole discretion of ERIC's Executive Director, and the timeliness of the request shall be a factor in the Executive Director's determination. Members are entitled to request only one extension per Federal General Election cycle. No later than December 1 (or, if December 1 falls on a weekend, the next business day) following the Federal General Election, the Member Representative shall provide

EXHIBIT A

a written certification to the Executive Director of ERIC that Member has or has not complied with the provisions of this section. Members that have not complied with this section, or do not provide the written certification, shall be *automatically removed* from membership. If a Member adopts legislation or policies that have the potential to accomplish the objectives of this section by alternative means, Member may apply to ERIC for an exemption from the requirements of this section of the Membership Agreement by sending a written request to the Executive Director of ERIC and the Chair of the Board. Such written application shall explain the basis for Member's assertion that the alternative means will effectively achieve the objectives of this section. If the Executive Director of ERIC and the Chair of the Board believe the request is reasonable, it shall be presented to the Board for a vote and, if granted, a determination on the timing of implementation of the exemption.

- b. When the Member receives credible ERIC Data (meaning the state has validated the data) indicating that information in an existing voter's record is deemed to be inaccurate or out-of-date, the Member shall, at a minimum, initiate contact with that voter in order to correct the inaccuracy or obtain information sufficient to inactivate or update the voter's record. Each Member has ninety (90) days after the data was sent to initiate contact with at least 95% of the voters on whom data indicating a record was inaccurate or out-of-date, as described above, was provided.

Within ten (10) business days of the ninetieth day, the Member Representative shall provide a written certification to the Executive Director of ERIC that Member has complied or not complied with this section and, if out of compliance, the extent of such non-compliance. If Member is out of compliance, Member shall have a 30-day grace period, which begins on the 91st day, within which to complete the required contacts. Within ten (10) business days following the expiration of the grace period, the Member Representative shall provide a written certification to the Executive Director of ERIC that Member has complied or not complied with this section. If Member is still out of compliance, or fails to provide the certification, Member shall be *automatically removed*.

- c. The Member shall use its best efforts to provide for a mechanism by which any eligible voter whose registration appears to have been erroneously processed or unprocessed shall be offered the opportunity to cast a ballot that will be counted, unless the voter is otherwise ineligible.
- d. The Member shall use its best efforts to provide for a mechanism by which an eligible voter may register to vote over the internet without need to complete and/or deliver a paper voter registration form.
- e. The Member shall use its best efforts to provide for a mechanism by which voter registration transactions performed at state agencies is more fully automated and reduces or eliminates paper transactions.

EXHIBIT A

6. Single Point of Transfer. The Member shall designate and maintain a single point of transfer of data and a single data source/point of data per data feed.
7. Performance Data. Within 30 days of the date of execution of this agreement, and every one hundred eighty (180) days thereafter, the Member shall report to ERIC data relating to performance under this Agreement, as described in Exhibit C.
8. State Specific Requirements. From time to time, legislation or implementing regulations enabling states to become members of ERIC will contain state-specific membership requirements not applicable to all Members. Such state-specific requirements are set forth in Exhibit D.
9. Publicity. The Member shall not make or permit any person connected with it to make any announcement or statement purporting to be on behalf of ERIC, or use any logo, trademark, service mark, or business or trading name of ERIC or any other Member of ERIC without the prior written approval of ERIC or the affected Member, as applicable. Furthermore ERIC shall not make or permit any person connected with it to make any announcement or statement purporting to be on behalf of any Member, or use any logo, trademark, service mark, or business or trading name of any Member of ERIC without the prior written approval of the affected Member.
10. Waiver. No waiver by any party for any breach by the other of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
11. Severability. The provisions of this Agreement are separate and severable, and the invalidity of any of them shall not affect or impair the validity or enforcement of the remaining provisions.
12. Assignment. ERIC may not sell, assign, or otherwise transfer any of its rights or interests or delegate any of its duties or obligations in this Agreement, without the prior written consent of the Members. The Member may not sell, assign, or otherwise transfer any of its rights or interests or delegate any of its duties or obligations in this Agreement, without the prior written consent of ERIC. Any sale, assignment, or transfer in violation of this Section is void and without effect.
13. No Partner or Agency. This Agreement does not constitute or create a partnership or joint venture with any Member or among the Members; appoint any Member as an agent for ERIC or any other Member, or appoint ERIC as an agent for any Member; or create any fiduciary obligations among the Members, except as may be expressly set forth in this Agreement.
14. Amendments. Amendments or modifications of this Agreement shall be effective immediately upon approval of such changes by the entire membership in accordance with Article VI, Section 5 of the Bylaws.

EXHIBIT A

15. Communications; Notices. All communications and notices that are required to be given by ERIC or a Member pursuant to this Agreement must be in writing and sent to the recipient either by electronic mail, personal delivery, overnight commercial courier service, or facsimile. Members may request a preferred method of delivery and the Corporation will make all reasonable efforts to oblige such requests. Communications and notices must be sent using the Notice Details set forth on the signature page of this Agreement, unless these details are changed by delivery of a written notice to ERIC, if the change related to a Member, or the Member, if the change relates to ERIC. The Executive Director of ERIC shall maintain or cause to be maintained a roster of Members that contains a compilation of Notice Details for each Member, and which shall be distributed periodically to the Members.
16. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which when fully executed shall be an original, and all of said counterparts taken together shall be deemed to constitute one and the same agreement.
17. Complete Agreement. This Agreement is the parties' final and binding expression of their agreement and the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
18. Headings and Subsections. Section headings are provided for reference and do not constitute part of this Agreement.
19. Definitions. As used herein, the term "state" includes the fifty (50) states, the District of Columbia, and the territories of the United States.

EXHIBIT A

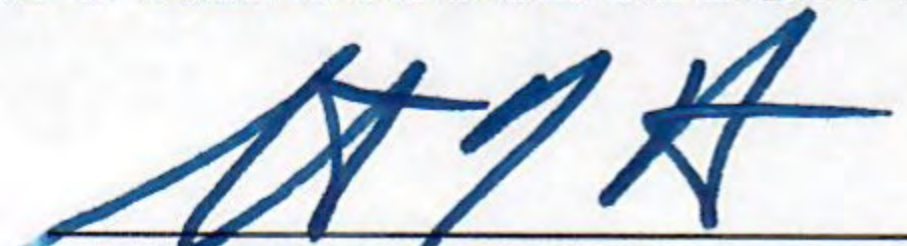
ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

By:

Name:

Title:

Date:



Stephen N. Trout

Chair

11 JUN 18

Notice Details:

Name: Shane Hamlin
Title: Executive Director
Address:
Phone:
Fax:

With a copy to:

Name:
Title:
Address:
Phone:
Fax:

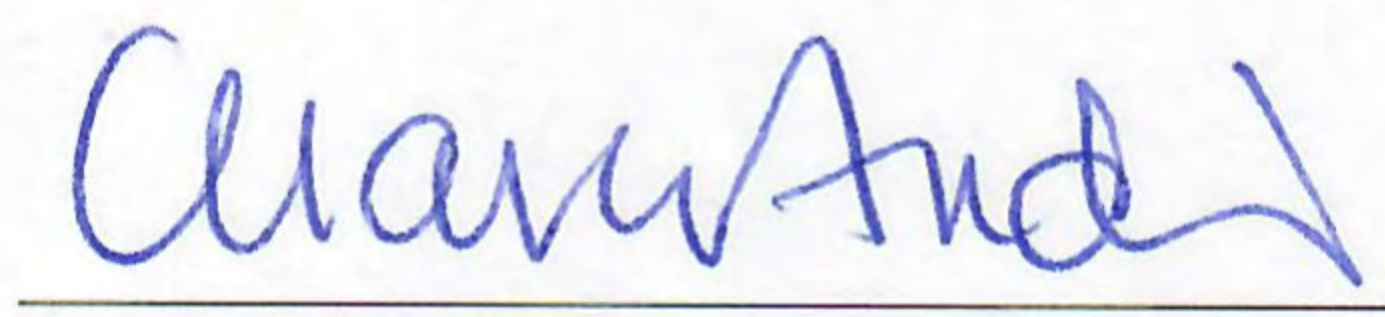
[MEMBER]

By:

Name:

Title:

Date:



Marci Andino

Executive Director

June 6, 2018

Notice Details:

Name: Howard Snider
Title: Director of Voter Services
Address: 1122 Lady St, Ste 500
Phone: 803-734-9004
Fax: 803-734-9366

With a copy to:

Name: Brian Leach
Title: Director of Information Technology
Address: 1122 Lady St, Ste 500, Columbia, SC 29201
Phone: 803-734-9059
Fax: 803-734-9366

EXHIBIT B

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

Voter Registration and motor vehicles data fields to be submitted to ERIC by each participating jurisdiction, if collected by the Member State

1. All name fields
2. All address fields
3. Driver's license or state ID number
4. Last four digits of Social Security number
5. Date of birth
6. Activity dates as defined by the Board of Directors
7. Current record status
8. Affirmative documentation of citizenship
9. The title/type of affirmative documentation of citizenship presented
10. Phone number
11. E-mail address or other electronic contact method

EXHIBIT C

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

Performance data to be submitted to ERIC by each participating jurisdiction

Each jurisdiction will have two types of performance data submission:

- A. Prior to receiving the first ERIC reports, the jurisdiction will submit a set of baseline data for a representative period of time to use for comparisons.
- B. After receiving the first ERIC reports, the jurisdiction will begin submitting data for the activity within the specified time period.

Performance Data Points

1. Number of voter registration applications new to the Member's jurisdiction submitted by the voter on a paper form
2. Number of new voter registration applications new to the Member's jurisdiction submitted by the voter electronically
3. Number of updates to a voter's existing voter registration submitted by the voter on a paper form
4. Number of updates to a voter's existing voter registration submitted by the voter electronically
5. Number of records reported from ERIC on In-state Movers report who updated through the jurisdiction's online voter registration system (if available)
6. Election statistics, totals for any federal elections within the period of:
 - a. Number of new voters to the Member's jurisdiction who registered and voted on the same day, where applicable
 - b. Number of updates to a voter's existing registration submitted on the same day on which they voted, where applicable
 - c. Total number of provisional ballots cast
 - d. Total number of provisional ballots counted
 - e. Total number of provisional ballots uncounted, by reason (if available)

Note: for context, ERIC will use voter turnout data from the United States Elections Project (www.electproject.org)
7. Number of individuals for whom contact was initiated and invited to register as a result of reports received from ERIC within the period
8. Number of individuals for whom contact was initiated and invited to correct their registration as a result of reports received from ERIC within the period

Exhibit D

ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

State-Specific Requirements

Illinois:

In addition to the voter files and motor vehicle records Members must provide to ERIC under section 2 of the Membership Agreement, Illinois, in accordance with state law, is required to transmit to ERIC identification records contained in the Department of Human Services, the Department of Healthcare and Family Services, the Department of Aging, and the Department of Employment Security databases (excluding those fields unrelated to voter eligibility, such as income or health information).