

July 8, 2021

The Honorable Wm. Weston J. Newton, Chairman
House Legislative Oversight Committee
228 Blatt Building
Columbia, SC 29201

Dear Chairman Newton:

Thank you again for the opportunity to discuss the State Election Commission's (SEC) voter registration list maintenance program at the House Legislative Oversight Committee hearing on June 30, 2021. As evidenced by testimony presented at the hearing, one of the challenges associated with list maintenance is striking the right balance between removing individuals who are no longer eligible to vote while ensuring voters who are still eligible are not removed in error.

There are always opportunities for improvement in list maintenance processes. As discussed at the hearing, the SEC will continue working with the Department of Health and Environmental Control (DHEC) to develop a process to receive reports of out-of-state deaths received by DHEC once this information can be made available to the SEC. Likewise, the SEC will continue working with the Department of Motor Vehicles (DMV) to process additional death information from the Social Security Death Master File if and when DMV is permitted to make this information available to the SEC.

In response to member requests made during the hearing, I am enclosing copies of agreements between the SEC and the Electronic Registration Information Center, the Center for Election Innovation and Research, and the Pew Charitable Trust Foundation.

Please do not hesitate to contact me if you would like additional information about the SEC's list maintenance efforts.

Sincerely,



Marci Andino
Executive Director

Enclosures

COMMISSIONERS

JOHN WELLS
Chairperson

JOANNE DAY

CLIFFORD J. EDLER

LINDA MCCALL

SCOTT MOSELEY

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ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

BYLAWS

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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

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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

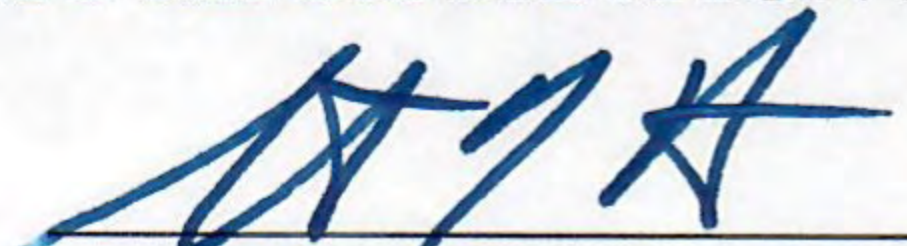
ELECTRONIC REGISTRATION INFORMATION CENTER, INC.

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:

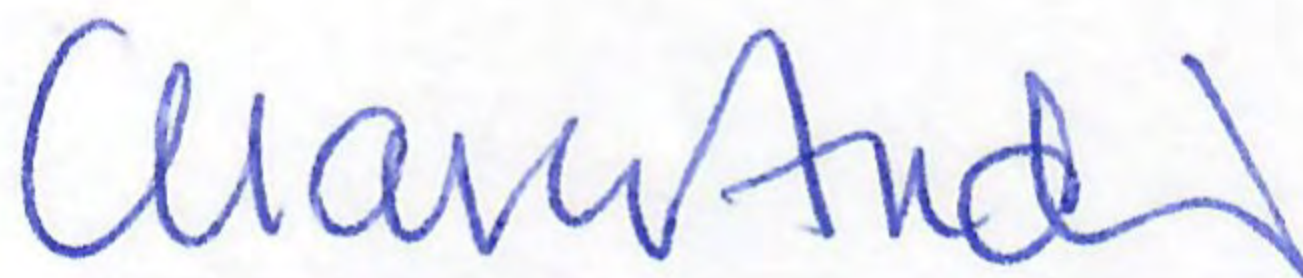
[MEMBER]

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).

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, with a copy to 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



Name: Howard M. Krapp

Title: Director of Voter Services

Contact Information:

Date: 9/30/20



Name: David J. Becker

Title: Executive Director

Date: _____

GRANT AMENDMENT #1

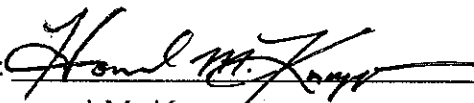
This Amendment is entered into and effective the last date signed below by and between The Center for Election Innovation & Research and South Carolina State Election Commission, parties to the grant agreement dated September 30, 2020 ("Agreement"). The Agreement is amended as follows:

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

<i>S.C. State Election Commission</i>	<i>Approx. Date</i>	<i>Rate</i>	<i>Unit</i>	<i>#</i>	<i>Amount</i>
Direct Mail					
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>					\$ 412,500.00
Paid Media					
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>					\$ 625,000.00
Other Communication					
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>					\$ 230,000.00
Total Amount Requested					\$ 1,267,500.00

THE PEW CHARITABLE TRUSTS

Grant Agreement

This Grant Agreement, Contract ID #32255 (Agreement) is between **The Pew Charitable Trusts**, a Pennsylvania nonprofit corporation, recognized as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (Code), with its principal place of business at 2005 Market Street, Suite 2800, Philadelphia, PA 19103 (Pew), and the **South Carolina State Election Commission**, an agency of the state of South Carolina, with its principal place of business at 1122 Lady Street, 5th Floor, Columbia, SC 29201 (Grantee). Pew and Grantee are sometimes referred to individually as a Party and together as the Parties.

Terms and Conditions

1. **Amount.** The amount of the grant is \$177,000 (Grant).
2. **Purpose.** The purpose of this Agreement is: to provide funds to the Grantee to assist in designing, purchasing, and mailing of notifications to eligible but unregistered voters as required by membership in the Electronic Registration Information Center (ERIC).
3. **Term.** The effective date of this Agreement is the date of last signature (Effective Date), and this Agreement shall terminate on January 31, 2020 (Termination Date), unless terminated earlier in accordance with paragraph 26 below.
4. **Pew Contacts.**
 - a. The Primary Grants Officer for this Agreement is: Abbie Hodgson, Officer, 202.540.6709, ahodgson@pewtrusts.org
 - b. All correspondence and required reports for this Agreement must include the contract identification number and be directed to: Elizabeth Spackman, Associate, Grant Contracts Services, 215.575.4786, espackman@pewtrusts.org
5. **Budget.** The approved budget for this Agreement (Budget) is attached and incorporated herein as Exhibit A.
6. **Expense Reallocation.** Reallocation of expenses among project budget categories must be approved by Pew if the reallocation exceeds the greater of five (5) percent of the total Grant awarded or \$5,000.
7. **Use and Return of Grant Funds.**
 - a. Grantee agrees that the Grant will be used exclusively for the Purpose, in accordance with the Budget. Grant funds not used for the Purpose must be returned to Pew.

- b. Grant funds not used by the Termination Date must be returned to Pew unless an extension is approved at Grantee's request and in Pew's sole discretion.
- c. Pew, in its sole discretion, may allocate unused funds toward future mailings.

8. **[Intentionally Omitted.]**

9. **No Campaign Intervention or Lobbying.** No Grant funds may be used (i) to participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office or (ii) to carry on any lobbying activities within the meaning of Section 501(c)(3) of the Code and the regulations thereunder and/or as defined under the federal Lobbying Disclosure Act ("LDA"). Grantee represents that it is not established, financed, maintained, or controlled by a "covered official" under the LDA.

10. **Payment and Reporting.**

- a. Payment and Reporting Schedule. The Payment Schedule for this Grant is set forth below.

<i>Data Delivery</i>	<i>Financial Report</i>	<i>Payment</i>
<u>Due Date</u>	<u>Due Date</u>	<u>Schedule</u>
N/A	N/A	\$177,000 upon proof that Grantee is a member in good standing of ERIC
By January 31, 2020	By January 31, 2020	Refund, if applicable, to Pew due by January 31, 2020

- b. Payment Conditions.

- i. The initial disbursement of Grant funds is conditioned upon the execution of this Agreement.
- ii. In addition to any conditions specified above, all disbursements of Grant funds are contingent upon Pew's determination, in its sole discretion, that satisfactory performance of the Purpose has occurred and is likely to continue to occur.

- c. Submission of Reports.

- i. Grantee will submit to Pew via PewPortal@pewtrusts.org with a copy to Abbie Hodgson (ahodgson@pewtrusts.org) and Ken Bautista (rbautista@pewtrusts.org) or as otherwise instructed in writing by Pew all required narrative and financial reports.

11. **Milestones/Deliverables.** The milestones or deliverables associated with this Agreement are specified below.

Grantee shall produce the following deliverables on or before their respective due dates:

- A report confirming and summarizing that the mailings have occurred, the total number of notifications sent, the price per individual mail piece, copies of all versions of the mailings sent out using these funds, and a copy of the vendor receipt. (By January 31, 2020)
- Data on the number of registrations resulting from the mailings, in a format acceptable to Pew, as well as any additional data such as registrations rejected, reason for rejection, and associated demographic data, where available, to Pew or Pew's representative. (By January 31, 2020)
- Documentation that Grantee is a member of ERIC in good standing.

12. **[Intentionally Omitted.]**

13. **Evaluation.** At its own expense, Pew may monitor and conduct an evaluation of operations under this Agreement (Evaluation) to confirm that Grant funds are spent in accordance with this Agreement. Grantee agrees to cooperate in the Evaluation and provide such information to Pew or its representatives as necessary.

14. **Grantee's Records.** Grantee will keep systematic records of all expenditures relating to this Agreement. These records, including bills, invoices, canceled checks and receipts, will be retained by Grantee for five (5) years after the Termination Date and will be available for Pew's inspection during that period. Pew may, at its own expense, examine or audit Grantee's records related to activities supported by this Agreement.

15. **[Intentionally Omitted.]**

16. **Intellectual Property.** Work product consists of the deliverables and other materials, including drafts thereof, prepared by Grantee to carry out the project funded under this Agreement (Work Product). Grantee represents and warrants to Pew that the Work Product is the original Work Product of Grantee or of subcontractors or subgrantees, if any, and that it does not infringe any third party's intellectual property rights. Grantee hereby grants to Pew, and agrees to obtain from any subcontractors or subgrantees, a nonexclusive, irrevocable, perpetual, worldwide, royalty-free, transferable and sublicensable license for noncommercial purposes to use, display, perform, reproduce, publish, copy, archive, excerpt, distribute, create derivative works from and otherwise disseminate, in whole or in part, any or all of the Work Product. This Section shall survive the termination of this Agreement.

17. **[Intentionally Omitted.]**

18. **[Intentionally Omitted.]**

19. **Publicity; Acknowledgement.** Prior to public release, all materials acknowledging Pew's support that are produced by Grantee will be approved by Pew to ensure accuracy and consistency of message, including in public statements, reports, and other print and online publications. Grantee does not serve as a spokesperson for Pew in the media. Any public materials developed by Grantee that reference or quote Pew also will be reviewed by and coordinated with Pew. This process will be facilitated by designated Pew communications staff.
20. **Replacement of Personnel.** The replacement of Grantee's key project staff and/or personnel would be a material deviation from this Agreement and, thus, cause for termination. Accordingly, Grantee agrees to provide Pew with written notification two weeks before replacing any such staff and/or personnel, provided, however, that where immediate termination is clearly necessary to protect the interests of the project, Grantee need only provide Pew with such notice both as soon as possible and before selecting a replacement.
21. **Subcontractors and Subgrantees.** Grantee agrees that, if it engages subcontractors or subgrantees (Subcontractor) to help carry out the project funded by this Grant, it shall use its best efforts to ensure that such Subcontractors are bound by this Agreement. At a minimum, Grantee shall notify Subcontractor in writing of the following requirements: (a) Subcontractor is prohibited from using names, logos, or other marks owned by or associated with Pew for any purpose without Pew's prior written consent; (b) if applicable, Subcontractor shall grant Pew a license to any Work Product it creates (as set forth in the "Intellectual Property" section of this Agreement); (c) Subcontractor shall comply with all applicable laws in the performance of the work related to this Grant; (d) Subcontractor shall comply with the "No Campaign Intervention or Lobbying" section of this Agreement; and (e) Subcontractor shall not disclose or use information about Pew for purposes other than performing the work related to this Grant.
22. **Grantee's Representations and Warranties.**
- a. Status. Grantee represents and warrants that it either (i) has been determined by the Internal Revenue Service to be tax-exempt under section 501(a) of the Code, as an organization described in section 501(c)(3) of the Code that is not a private foundation or Type III supporting organization, or (ii) is an organization described under in section 170(c)(1) of the Code. Grantee will notify Pew immediately of any potential or actual change to this status.
 - b. Authority. Grantee represents and warrants that (i) it has the corporate, statutory or other power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the person who executes this Agreement on its behalf has the necessary authority to bind Grantee; and (iii) neither the execution and delivery of this Agreement, nor the performance of its obligations hereunder, will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

23. **Compliance with Laws.** Grantee agrees that it and any agents shall comply with all applicable federal, state, local, and international laws, regulations, and rules and, upon request, shall provide Pew with documentation of such compliance.

24. **Indemnification.** Grantee shall indemnify, defend and hold harmless Pew and its officers, directors, employees, agents, affiliates, and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to (a) Grantee's performance of this Agreement or breach thereof or (b) the intentional misconduct or negligent acts or omissions of Grantee, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement.

25. **Termination and Postponement.**

a. Pew may, in its sole discretion, terminate, postpone or cancel payment of any or all Grant Funds if:

- i. Grantee fails to use the Grant funds for the Purpose of this Agreement or submit timely reports;
- ii. Grantee's application or any required report is inaccurate in any material respect;
- iii. Grantee substantially fails to perform any of its duties required by this Agreement; or
- iv. Grantee has a substantial unexpended balance of Grant funds on hand.

b. Grantee agrees to give immediate written notice to Pew and, upon demand, repay all Grant funds that are within Grantee's control, and Pew may terminate this Agreement immediately, including canceling all unpaid amounts, if:

- i. Grantee ceases to be exempt from federal income tax for any reason or Grantee's status as an organization described in sections 501(c)(3) or 170(c)(1) of the Code, as the case may be, materially changes; or
- ii. Grantee has failed to timely comply with any of its applicable federal, state, local, or other registration or tax or information return requirements; or
- iii. Grantee becomes insolvent or is otherwise unable to meet its financial obligations as they become due, other than those financial obligations for which the Grant is made.

26. **Notices.** All notices under this Agreement shall be in writing and shall be delivered personally, or by confirmed electronic mail, a recognized overnight courier service, or United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to such other address as such Party may designate by notice given pursuant to this Section:

If to Grantee: Howard Snider
 Director of Voter Services
 South Carolina State Election Commission
 1122 Lady Street,
 5th Floor
 Columbia, SC 29201
 Hsnider@elections.sc.gov

If to Pew: Michael D. Thompson
 Vice President
 The Pew Charitable Trusts
 901 E Street NW
 Washington, DC 20004

With a copy to: James G. McMillan
 Senior Vice President, General Counsel and Corporate Secretary
 The Pew Charitable Trusts
 901 E Street NW
 Washington, DC 20004

27. General Provisions.

- a. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law principles. The state and federal courts in Philadelphia, Pennsylvania will have exclusive jurisdiction over any and all disputes arising out of, or in any way related to, this Agreement, and Grantee shall submit to the personal jurisdiction of those courts.
- b. Assignment. Pew may, upon giving notice to Grantee, assign all or any part of its right, title, and interest in this Agreement. Grantee may not assign this Agreement, in whole or in part, without Pew's prior written consent.
- c. No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the Parties hereto and confer no rights, benefits, or claims upon any other person or entity.
- d. Independent Parties. Grantee, its employees, agents, and representatives are independent parties and are not Pew employees or agents. This Agreement is not

intended to and shall not create any partnership, joint venture or agency relationship between the Parties.

- e. Complete Agreement. This Agreement, including all attachments (which are incorporated by reference herein) 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. No change to this Agreement will be effective unless signed by both Parties.
- f. Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- g. Counterparts. 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. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

[Signatures on following page.]

Exhibit A

APPROVED BUDGET

Budget:

Subgrant	\$177,000
TOTAL	\$177,000

The Parties have caused this Agreement to be duly executed as of the Effective Date.

For: **The Pew Charitable Trusts**

By:

Date:

Name: Rebecca W. Rimel

Title: President and Chief Executive Officer

For: **South Carolina State Election Commission**

By:

Date:

9/8/17

Name: Howard Snider

Title: Director of Voter Services