

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 Pennsylvania Department of State ("Grantee"), located at 302 North Office Building, 401 North Street, Harrisburg, PA 17120. 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 **\$12,000,000** 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: Kimberly Mattis

CONTACT TITLE: Director, Bureau of Finance and Operations


CONTACT EMAIL: kmattis@pa.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. 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.

The parties, through their authorized representatives, have properly executed this Grant Agreement on the date of the last Commonwealth signature below.


Kathy Bookvar
Secretary
Department of State

9/29/20
Date


David J. Becker
Executive Director
The Center for Election Innovation and Research

9/30/20
Date

APPROVALS AS TO FORM AND LEGALITY:


Office of Chief Counsel
Department of State

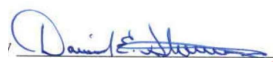
10/1/2020
Date



Digitally signed by pcross@pa.gov
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Date: 2020.10.02 10:17:52 -04'00'

Office of General Counsel

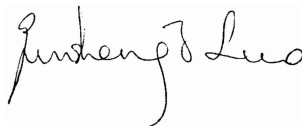
Date



Digitally signed by David E. Stover
DN: cn=David E. Stover, o=Office of Attorney
General, ou=Legal Review Section,
email=dstover@attorneygeneral.gov, c=US
Date: 2020.10.02 11:09:09 -04'00'

Office of Attorney General

Date



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Qunsheng Z. Luo
Date: 2020.10.02 13:28:15
-04'00'

Comptroller Operations


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 Commonwealth of Pennsylvania, parties to the Grant Agreement No. 2020-GRANT-002 executed on October 2, 2020 ("Agreement"). The Agreement is amended as follows:


Under provision 1. Grant Amount and Use of Grant Funds, "the amount of \$719,000" is replaced with "**the amount of \$830,778.89**".


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


Signature:  Date: 10/20/2020
 David J. Becker
 Executive Director
 The Center for Election Innovation & Research

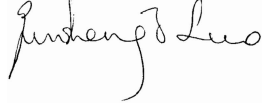
Signature:  Date: 10/20/2020
 Name: Kathy Boockvar
 Title: Secretary of the Commonwealth
 Department of State, Commonwealth of Pennsylvania

APPROVALS AS TO FORM AND LEGALITY:

 10/21/2020
 Office of Chief Counsel Date
 Department of State

 Digitally signed by pcross@pa.gov
 DN: cn=pcross@pa.gov
 Date: 2020.10.21 15:55:57 -04'00'
 Office of General Counsel Date

 Digitally signed by Amy M. Elliott
 DN: cn=Amy M. Elliott, o=Pennsylvania Office of
 Attorney General, ou=Chief Deputy Attorney
 General, email=ae Elliott@attorneygeneral.gov, c=US
 Date: 2020.10.21 16:33:31 -04'00'
 Office of Attorney General Date

 Digitally signed by Qunsheng Z.
 Luo
 Date: 2020.10.22 16:06:01 -04'00'
 Comptroller Operations Date

<i>Commonwealth of Pennsylvania</i> <i>Exhibit A - Revised</i>	Rate	Unit	#	Total
Budget				
Outreach to additional citizens included on the ERIC "EBU refresh" list	\$0.39	Postcard	2,114,865	\$ 830,778.89
Total Award Amount (rounded)				\$ 830,778.89

GRANT AMENDMENT #2

This Amendment is entered into and effective the last date signed below by and between The Center for Election Innovation & Research ("CEIR") and Pennsylvania Department of State (Grantee), parties to the Grant Agreement No. 2020-GRANT-003 dated October 2, 2020 ("Agreement") and Grant Amendment #1 dated October 9, 2020. The Agreement is amended as follows:

1. Under provision 1. Grant Amount and Use of Grant Funds, replace the first sentence of this provision:

"CEIR has authorized a grant in the amount of \$13,260,000 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")."

With the following revised first sentence of provision 1:

"CEIR has authorized a grant in the amount of **\$13,260,000.00** 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, **and for voter education, information and communications to ensure safe, secure and informed elections taking place in 2021 during a pandemic, for which an election department is unable to use supplemental federal funds that Congress approved in 2020** ("Grant"). Grantee may use the Grant for any of the specific initiatives in the amounts set forth in the **amended** budget attached as **Amended** Exhibit A and incorporated herein by reference (the "Project")."

2. Under provision 2. Grant Spending Deadline and Unspent Funds, replace the first sentence of this provision:

"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."

With the following revised first sentence of provision 2:

"Grantee shall expend all funds no later than **December 10, 2021** ("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 **January 14,**

2022, following submission of a final report as set forth in section 4 below.”

3. Under provision 4. Reporting and Recordkeeping/Right to Inspect, replace the following subsections a and b:

“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.”


With the following revised subsections a and b:

“a. **Interim Reports:** On October 23, 2020, December 18, 2020, **January 29, 2021, and June 30, 2021**, Grantee shall provide CEIR an interim financial report showing funds expended/committed to date against the top-level budget categories set forth in **Amended** 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 **December 31, 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 **Amended** Exhibit A, including identifying funds, if any that must be returned to CEIR by **January 14, 2022** 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

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

Signature: Veronica W. Degre


Office of Chief Counsel

Pamela J. Cross

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Date: 2021.04.06 12:33:06 -04'00'

Office of General Counsel

Amy M. Elliott Digitally signed by Amy M. Elliott
DN: cn=Amy M. Elliott, o=Pennsylvania Office of
Attorney General, ou=Chief Deputy Attorney General,
email=aelliott@attorneygeneral.gov, c=US
Date: 2021.04.13 17:08:43 -0400

Office of Attorney General

Amended Exhibit A

PENNSYLVANIA	Approx. Date	Rate	Unit	#	Amount
Direct Mail					
Mailing on Voting Options	9/2-18/2020	\$ 0.34	postcard	approx. 4,101,337	\$ 1,291,734.25
Mailing on returning Mail Ballots	10/1-9/20	\$ 0.34	postcard	approx. 3,000,000	\$ 687,221.26
Mail to voters who request applications for mail/absentee ballot or Voter Registration forms	9/3/20-10/27/20	\$ 0.47	application mailing	approx. 110,000	\$ 16,488.38
2021 Elections: ADA Accessible Mail Ballot Envelopes (combination of PA purchase and county	2021				\$ 25,000.00
Total Costs for Direct Mail					\$ 2,020,443.89
Paid Media					
TV Ad Buy: Applications Mail Ballot Returns Find Polling Place	8/24/20-9/28/20 10/5-12/20 10/19-26/20	various	22,472+ projected spots/placements	11,040,191+ impressions	\$ 6,051,471.91
Radio Ad Buy: Applications Mail Ballot Returns Find Polling Place	8/24/20-9/28/20 10/5-12/20 10/19-26/20	various	10,120+ projected spots/placements	6,968,000+ impressions	\$ 150,005.01
Out of Home Media Buy: includes transit, billboard, etc Applications Mail Ballot Returns	8/31/20-10/5/20 10/12-19/20	various	247+ projected spots/placements	19,112,000+ impressions	\$ 1,257,870.00
Print Media Buy: Applications Mail Ballot Returns Find Polling Place	9/7-21/20 9/28/20-10/5/20 10/19-26/20	various	52+ projected spots/placements	1,660,000+ impressions	\$ 59,100.00
Digital Media Buy: Applications Mail Ballot Returns Find Polling Place	8/24/20-9/28/20 10/5-12/20 10/19-26/20		30 sec videos, 30 sec audio, 15 sec videos, banner ads, etc	78,674,963+ impressions	\$ 2,608,453.19
Print and Digital Media Buy: Election Day Hotline (Limited English Proficient Populations)	10/19/20-11/3/20	various	22 projected spots/placements	1,044,630 impressions	\$ 47,950.00
Media Agency Commission					\$ 347,107.92
Text messages to voters to communicate mail in ballot information and polling place locations	9/15/20-11/3/20	#####	Monthly service cost plus per text cost		\$ 63,000.00
Production of Election Ads	8/1/20-9/18/20	various	election ads		\$ 260,876.96
2021 Elections: Voter Outreach Campaign (Mail Ballots; Returning Mail Ballots; At the Polls)	2021				\$ 200,516.56
Total Costs for Paid Media					\$ 11,046,351.55
Other Communication					
Additional Temporary Staff to handle election calls	7/27/20-11/6/20	various	52 additional staff	70,000+ call	\$ 193,204.56
Total Costs for Other Communication					\$ 193,204.56
Total Amount Requested					\$ 13,260,000.00