

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:

Name: Howard Snider

Title: Director of Voter Services

9/8/17